

**RABINOWITZ, LUBETKIN & TULLY, LLC**  
293 Eisenhower Parkway, Suite 100  
Livingston, New Jersey NJ 07039  
(973) 597-9100  
Jay L. Lubetkin  
*Counsel to Debtor/Debtor-in-Possession,*  
*Camp Harmony, Inc.*

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:  
**CAMP HARMONY, INC.,**  
Debtor.

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**CAMP HARMONY, INC.,**  
Plaintiff,  
v.  
**CROWN BANK and CROWN REAL ESTATE  
HOLDINGS, INC.,**  
Defendants.

**ADVERSARY PROCEEDING COMPLAINT FOR TEMPORARY  
RESTRANDING ORDER AND PRELIMINARY INJUNCTIVE  
RELIEF PRECLUDING EVICTION OF CAMP HARMONY, INC.,  
AND FOR OTHER RELATED RELIEF**

Camp Harmony, Inc., debtor/debtor-in-possession, (the “Debtor”), a corporation of the State of New Jersey having its principal place of business at 206 Mt. Horeb Road, Warren, New Jersey, by and through its attorneys, Rabinowitz, Lubetkin & Tully, LLC, by way of Verified Complaint against Crown Bank and Crown Real Estate Holdings, Inc., (collectively, “Crown”), respectfully shows and alleges as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this proceeding in accordance with 28 U.S.C. §§ 157 and 1334(b). Venue is properly laid in this district pursuant to 28 U.S.C. § 1409(a).
2. This proceeding is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A),(G), (F) and (O). The applicable statutory basis for the claims asserted herein includes, but is not limited to, 11 U.S.C. §§ 362(a), 541(a) and 105 of the United States Bankruptcy Code (the “Code”).

**GENERAL ALLEGATIONS AND BACKGROUND**

1. On March 15, 2019, the Debtor filed a Voluntary Petition for relief pursuant to the provisions of Chapter 11 of the Code.
2. Simultaneous with the filing of the Debtor’s Voluntary Petition, an affiliate of the Debtor, The Orchard Academy, LLC, also filed a Voluntary Petition pursuant to the provisions of the Code.
3. No trustee has been appointed in the Debtor’s bankruptcy proceeding or in Orchard’s bankruptcy proceeding, and no official committee of unsecured creditors has been appointed in the Debtor’s bankruptcy case or the Orchard bankruptcy case to date.
4. The Debtor and Orchard continue to manage their affairs and operate their businesses as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.
5. The Debtor and certain of its non-debtor affiliates were previously owners of parcels of real property located at, *inter alia*, 5 Harmony Road, 11 Harmony Road, 13 Harmony Road, 15 Harmony Road, 19 Harmony Road and 25 Harmony Road, Warren, New Jersey (the

“Property”). The address otherwise applicable to the Property is 206 Mt. Horeb Road, Warren, New Jersey.

6. The Property is where the Debtor and Orchard operate their businesses.

7. The Property is also the full-time residence of an operating director of the Debtor, Joshua Greenbaum, and his wife and two young daughters, one age 3 and one 4 months old, and houses two other full-time residents.

8. The Debtor owns and operates New Jersey’s premier summer camp, an institution since 1926, and purchased by Jerry Amedeo in 1976.

9. The camp runs an eight (8) week summer program for children ages 2 to 15, and typically enrolls more than three hundred (300) campers.

10. This season’s camp program begins on June 24, 2019 and ends on August 16, 2019. Approximately two hundred thirteen (213) campers are already contracted for attendance at Camp Harmony this summer, whose parents have paid in the aggregate more than \$600,000 in deposits.

11. The Debtor’s affiliate, Orchard, is a pre-school program operating on the Property that services approximately one hundred twenty five (125) students ages 3 months through 5 years, and employs approximately thirty (30) people.

12. In its capacity as a historical title owner of the Property, the Debtor was an obligor under a mortgage encumbering the Property in favor of Crown.

13. On or about December 20, 2017, Crown obtained a judgment in a foreclosure action entitled Crown Bank vs. Camp Harmony, Inc., et al., constituting Docket No. F-002733-17 in the Superior Court of Somerset County, Chancery Division, (the “Foreclosure Action”).

14. On May 15, 2018, Crown was the successful bidder at a sheriff’s sale for the Property.

15. Crown subsequently executed an Assignment of Bid from Crown Bank to Crown Real Estate Holdings, Inc., and on June 21, 2018, a Sheriff's Deed evidencing the transfer of title for the Property into Crown was recorded in the Somerset County Clerk's Office.

16. On or about January 28, 2019, Crown's attorneys, in the Foreclosure Action, filed a Certification in Support of the Issuance of a Writ of Possession. A copy of the Certification is attached hereto as Exhibit "A."

17. That Certification sought the entry of a Writ of Possession in order to evict the former title owners from possession of the Property.

18. The Certification implied the former title owners continued in possession of the Property after the entry of the foreclosure judgment, the sheriff's sale, and the recording of the title in Crown, without the existence of any subsequently granted occupancy rights by Crown to, *inter alia*, the Debtor.

19. However, on May 16, 2018, Crown and the Debtor, together with the other former title owners, executed a Forbearance Use and Occupancy Agreement, (the "U&O Agreement") by which Crown agreed to forbear from ejecting the former title owners from the Property, including the Debtor, and agreed to allow the Debtor to occupy the Property pursuant to the terms and conditions set forth therein through September 30, 2018. A copy of that U&O Agreement is attached as Exhibit "B."

20. Pursuant to the U&O Agreement, Crown held a \$50,000 security deposit which exceeds substantially any alleged payment defaults under that agreement.

21. In prior discussions between the Debtor and Crown, it was agreed that the security deposit would be applied to the rent due Crown for the September 2018 time period governed by the U&O Agreement.

22. At all times from and after at least 2015, the Property was also occupied by Orchard.

23. The Property is also occupied as the full-time residential home of Mr. Greenbaum and his family, and two other independent full-time residents.

24. At no time was the Foreclosure Action ever amended to include Orchard as a defendant.

25. At no time was the Foreclosure Action ever amended to include Mr. Greenbaum and his family as defendants.

26. At no time was the Foreclosure Action ever amended to include the other full-time residents as defendants.

27. At no time was the Foreclosure Action ever amended to include Crown Real Estate Holdings, Inc. as a plaintiff.

28. Prior to expiration of the term of the U&O Agreement, the Debtor and Crown verbally agreed to the long-term leasing of the Property by the Debtor.

29. In reliance on that verbal agreement, the Debtor paid to Crown \$40,000 constituting the rent governing the period of October 2018, a time period after the expiration of the U&O Agreement. A copy of that check, which has a mistaken designation of "September 2018" in the memo field, is attached hereto as Exhibit "C." Based upon the agreement between Crown and the Debtor to apply the existing security deposit under the U&O Agreement to September's rent due thereunder, the only obligation to which the \$40,000 September payment can apply is to the rent due for October under the long-term lease agreement.

30. A copy of the long-term lease agreement (the "Lease") in unexecuted form is attached hereto as Exhibit "D."

31. Crown negotiated the check provided by the Debtor governing its occupancy of the Property for the period of October 2018 under the Lease.

32. Crown confirmed in writing the occupancy rights of the Debtor pursuant to the terms and conditions of the Lease in a November 6, 2018 letter to the Debtor, in which Crown (wrongfully) asserted rent for the period of October 2018 was then due, and rent for the month of November 2018 would be due shortly thereafter. A copy of that letter is attached hereto as Exhibit "E."

33. Such correspondence constitutes a signed writing confirming the Debtor's occupancy rights pursuant to the provisions of the Lease.

#### COUNT I

34. The Debtor repeats and realleges each allegation contained above as if set forth at length herein.

35. The Debtor occupies the Property pursuant to the Lease.

36. Such Lease and the Debtor's possessory property rights thereunder constitute property of the Debtor's bankruptcy estate subject to the protections of the automatic stay.

37. Because the Debtor has possessory rights pursuant to the provisions of the unexpired Lease, the exception to the automatic stay set forth in 11 U.S.C. § 362(b)(10) is not applicable to this matter.

38. In the absence of the entry of a temporary restraining order prohibiting the eviction of the Debtor from the Property, the Debtor (and Orchard, the Joshua Greenbaum Family, and the other two occupants) will be evicted from the Property at 10:00 a.m. on Monday, March 18, 2019, pursuant to the provisions of a Writ of Possession obtained by Crown, and

obtained in contravention of the protections to which the Debtor and the other occupants are entitled under state law. A copy of the Writ of Possession is attached hereto as Exhibit "F."

39. The appropriate procedure for the issuance of a Writ of Possession against a tenant in possession pursuant to a lease agreement, as is the case vis-à-vis the Debtor, Orchard, and the other occupants is (1) the filing of an eviction action in the small claims part, landlord/tenant division of the Superior Court in the County in which the premises lie, in which the landlord seeks a judgment of possession N.J.S.A. 2A:18-53, R. 6:1-3(a); (2) the entry of a judgment of possession; (3) the issuance of a warrant of removal at least three days after entry of the judgment of possession; and (4) the service of the warrant of removal at least three days after the issuance of the warrant. See, N.J.S.A. 2A:18-57.

40. Under applicable state law there are further protections granted to residential tenants facing eviction, none of which have been applied to Mr. Greenbaum and his family, or the other two full-time residents. See, N.J.S.A. 2A:18-61.1.

41. In any eviction action, the defendant is entitled to apply to the Superior Court to have the matter transferred from the special civil part, landlord/tenant division, in order to have a trial by jury. See, N.J.S.A. 2A:18-60.

42. None of the usual and customary procedures were applied in connection with Crown's mere filing of the Certification, which resulted in the issuance of the Writ of Possession without the entry of a judgment of eviction, without an opportunity to defend or be heard by Orchard, without an opportunity to defend or be heard by Mr. Greenbaum and his family, and without an opportunity to defend or be heard by the other residents.

43. As is evidenced by a review of Exhibit "F," the Writ is witnessed by Judge Goodzeit of the Superior Court, Chancery Division, and is signed by the Clerk of the Court. No judgment of possession was entered by the Court.

44. The Certification filed by Crown which resulted in the Writ of Possession was filed in the Foreclosure Action in which the then existing title holder, Crown Real Estate Holdings Inc., was not substituted in as a party plaintiff.

45. At least four parties in possession of the Property, Orchard, Joshua Greenbaum's family, and two other full-time residents were never named as defendants in the Foreclosure Action. Neither the Debtor nor Orchard nor the Joshua Greenbaum family nor the other full-time residents were ever made defendants in any separate eviction proceeding.

46. The Certification submitted to the Chancery Division by Crown fails to reference either the U&O Agreement by which the Debtor was entitled to lawful possession of the Property after a foreclosure judgment and sheriff's sale, or the subsequent Lease, by which the Debtor obtained occupancy rights effective October 1, 2018 through current time.

47. As a result of the foregoing, the Debtor has established a reasonable probability of success on the merits of its claims that (1) it occupies the Property pursuant to the Lease; and (2) the Lease is not a commercial lease whose term has expired.

48. Thus, the Lease is an asset whose underlying possessory rights are subject to the protections of the automatic stay:

49. Upon information and belief, the Debtor submits Crown has no purchaser for the Property in prospect, such that confirming the Lease and the Debtor's possessory rights are estate property subject to the automatic stay and affording the Debtor the one hundred twenty (120) day

time period within which to decide to assume or reject the Lease, will cause no significant harm to Crown.

50. The harm to the Debtor, Orchard, the Joshua Greenbaum family, and the other full-time residents associated with an immediate eviction from the Property will be devastating, as it effectively will put the Debtor and Orchard out of business, will leave the more than two hundred (200) families who have signed up for Camp Harmony for this summer's camp season and who have made more than \$600,000 in advance payments on account of that expectation, with no recovery and no summer programming for their children, and will result in a practical inability of the Debtor to reorganize its financial affairs or to return any dividend to creditors. Such will also render the Greenbaum family, including his two children under the age of 4, homeless. Immediate eviction will also displace approximately one hundred twenty five (125) young children being educated and cared for by Orchard, and will cause havoc to the families that rely on Orchard for childcare and education services performed by Orchard's approximate thirty (30) employees.

51. Such constitutes immediate and irreparable injury to the Debtor, Orchard, and others.

52. As concerns the public interest, providing the Debtor with the protections of the automatic stay to which it is entitled (1) will respect the provisions of the Bankruptcy Code; (2) promote the reorganization provisions inherent in good faith Chapter 11 filings; (3) provide the Debtor with the one hundred twenty (120) day statutory time period within which to assume or reject the Lease; (4) will provide the Debtor's affiliate, Orchard the ability to conclude its school year for the approximate one hundred twenty five (125) young students who attend pre-school at the Property; (5) will enable the Debtor to complete its obligations to the more than three

hundred (300) campers who look forward to the upcoming summer season at Camp Harmony; (6) will allow the Debtor and Orchard to pursue reorganization of their financial affairs; (7) will continue the employment of the approximate thirty (30) employees of Orchard, and the approximate seven (7) full-time employees of the Debtor; and (8) will allow all such benefits to occur without causing any meaningful detriment to Crown, a foreclosing bank lender.

**WHEREFORE**, the Debtor respectfully requests:

- (a) entry of a temporary restraining order prohibiting Crown from enforcing the Writ of Possession respecting the Debtor's Property;
- (b) entry of a preliminary injunction prohibiting Crown from enforcing the Writ of Possession respecting the Debtor's Property; and
- (c) for such other and further relief as the Court deems just and equitable.

**COUNT II**

53. The Debtor repeats and realleges each allegation contained above as if set forth at length herein.

54. By the within Count, the Debtor seeks the entry of an Order deeming its occupancy rights to the Property to be pursuant to the Lease which is attached hereto as Exhibit "D," and which Lease is in full force and effect as of the commencement of the within bankruptcy proceeding..

**WHEREFORE**, the Debtor respectfully requests:

- (a) entry of an Order declaring the Lease attached hereto as Exhibit "D" to govern the terms and conditions respecting the Debtor's occupancy of the Property, to be in full force and effect as of the commencement of the within bankruptcy proceeding and subject to the protections of 11 U.S.C. § 362(a); and
- (b) for such other and further relief as the Court deems just and equitable.

**RABINOWITZ, LUBETKIN & TULLY, LLC**  
*Counsel to Debtor/Debtor-in-Possession,  
Camp Harmony, Inc.*

By: \_\_\_\_\_

JAY L. LUBETKIN

Dated: March 15, 2019

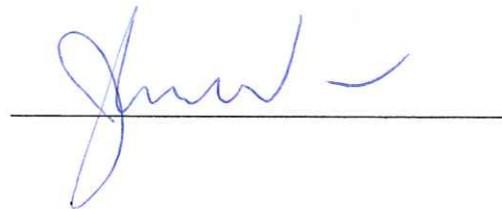
**VERIFICATION**

Jerry Amedeo, of full age, certifies as follows:

1. I am the President, sole director, and majority shareholder of Camp Harmony, Inc., debtor/debtor-in-possession, (the "Debtor"), and I am authorized to execute this Verification on behalf of the Debtor. I have full knowledge of the facts set forth herein, except where such facts are alleged upon information and belief.

2. I have read the Verified Complaint and certify that the statements contained therein are true based upon my personal knowledge, information and belief.

3. I am aware that if any of the factual statements contained in the Verified Complaint are willfully false, I am subject to punishment.



Dated: March 15, 2019

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## **EXHIBIT A**

Sean D. Adams, Esq. Bar Id No 004932013  
HILL WALLACK LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, New Jersey 08543-5226  
(609) 924-0808

Attorneys for assignee, Crown Real Estate Holdings, Inc.

CROWN BANK,

Plaintiff,

vs.

J&C Capital, L.L.C., JJC Capital, L.L.C. and  
School Realty, L.L.C., and Camp Harmony,  
Inc.,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
SOMERSET COUNTY

DOCKET NO. F-002733-17

CERTIFICATION IN SUPPORT OF THE  
ISSUANCE OF A WRIT OF POSSESSION

I, Sean D. Adams, being of full age, hereby certify as follows:

1. I am an attorney-at-law of the State of New Jersey and an associate with the law firm of Hill Wallack LLP, attorneys for Crown Real Estate Holdings, Inc. ("Crown Real Estate"). As such, I am personally familiar with the facts set forth herein and am authorized to make this Certification on behalf of Crown Real Estate.

2. This Certification is submitted in support of the request for the issuance of a Writ of Possession with respect to real property known as: 5 Harmony Road, Warren, NJ 07059, 11 Harmony Road, Warren, NJ 07059m 13 Harmony Road, Warren, NJ 07059, 15 Harmony Road, Warren, NJ 07059, 19 Harmony Road, Warren, NJ 07059, and 25 Harmony Road, Warren, NJ 07059 (collectively the "Property").

3. On February 2, 2017, Crown Bank instituted the within foreclosure proceeding against J&C Capital, L.L.C. ("J&C"), JJC Capital, L.L.C. ("JJC"), School Realty, L.L.C. ("School Realty"), and Camp Harmony, Inc. ("Camp Harmony") (collectively "Defendants").

4. On February 21, 2017, Crown Bank recorded a Notice of Lis Pendens in connection with the foreclosure of the Property. A copy of the Lis Pendens is attached hereto and made a part hereof as Exhibit "A".

5. On December 20, 2017, a Final Judgment for Foreclosure was entered in this case. Copies of the Final Judgment, and Writ of Execution, are attached hereto and made a part hereof as Exhibit "B" and "C" collectively.

6. On May 15, 2018, the plaintiff, Crown Bank was the successful bidder at the Sheriff's sale for the Property.

7. Crown Bank executed an Assignment of Bid from Crown Bank to Crown Real Estate with respect to the Property.

8. The Sheriff's Deed into Crown Real Estate was issued on June 21, 2018 and was recorded by the Somerset County Clerk on August 1, 2018 in Book 7060 at Page 3274&c. A copy of the recorded Sheriff's Deed is attached hereto and made a part hereof as Exhibit "D".

9. The Writ of Possession is to be served upon J&C Capital, L.L.C., JJC Capital, L.L.C., School Realty, L.L.C., and Camp Harmony, Inc., and their successors, assignees, and employees.

10. J&C Capital, L.L.C., JJC Capital, L.L.C., School Realty, L.L.C., and Camp Harmony, Inc. are not protected by the provisions of the anti-eviction statute, as enunciated in the N.J. Supreme Court case of Chase Manhattan Bank v. Josephson, because J&C Capital, L.L.C., JJC Capital, L.L.C., School Realty, L.L.C., and Camp Harmony, Inc. are the borrowers,

and the protections enunciated in Chase Manhattan Bank v. Josephson apply to tenants of property.

11. As such, Crown Real Estate is entitled to the issuance of a Writ of Possession.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Dated: January 28, 2019

Sean D. Adams

# EXHIBIT “A”

Mark A. Roney, Esq./012622001  
HILL WALLACK LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, New Jersey 08543-5226  
(609) 924-0808  
Attorneys for Plaintiff  
Crown Bank  
Our File No. 13530-194/smj

RECEIVED IN BUREAU OF THE COUNTY CLERK  
BERKELEY COUNTY, NJ  
2017 NOV 29 PM 12:38 PM  
IN THE OFFICE OF THE CLERK 2017 NOV 29 PM

Crown Bank

Digitized by

V.S.:

J & C Capital, L.L.C.;  
JJC Capital, L.L.C.;  
School Realty, L.L.C.;  
Camp Harmony, Inc.

Defendants.

Superior Court of New Jersey  
Chancery Division  
Somerset County

Docket No. F-002733-17

Docket No: F-002733-1

### Civil Actions:

Notice of *Lis Pendens*

Notice is hereby given of the commencement and pendency of a suit in the Superior Court of the State of New Jersey, Chancery Division, entitled as above, the general premise of which is to foreclose a first mortgage covering the property hereinafter described; made by School Realty, L.L.C. dated August 6, 2014 and recorded in the Office of the Clerk of Mortgages of Somerset County on, August 11, 2014 in Book 6734 of Mortgages for said County, at Page 3624 &c and to foreclose a mortgage made by J & C Capital, L.L.C. dated August 6, 2014 and recorded in the Office of the Clerk of Mortgages of Somerset County on, August 11, 2014 in Book 6734 of Mortgages for said County, at Page 3642 &c and to foreclose a mortgage by J & C Capital, L.L.C. dated August 6, 2014 and recorded in the Office of the Clerk

Record and Return to:  
Fortune Title Agency Inc.  
39 Woodland Road  
Roseland, NJ 07068  
300-709-975

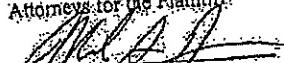
Lp 6943-742  
n 23217

2014029523

of Mortgages of Somerset County on August 11, 2014 in Book 6734 of Mortgages for said  
County, at Page 3660 & c and of which Plaintiff is now the holder and to recover possession of  
the lands and premises, the property to be affected by the suit being described in Schedule "A"  
attached hereto and to sell Crown Bank's personal property collateral being described in  
Schedule "B" attached hereto.

THE COMPLAINT in the above captioned matter was filed in the Office of the Clerk of  
Superior Court on February 2, 2017.

HILL WALLACK LLP  
Attorneys for the Plaintiff

  
Prepared by  
Mark A. Rooney, Esq.

Dated: February 14, 2017

SCHEDULE A

6 Harmony Road.

AKTOMBECK, LOT 64

All the described place or part of land with its buildings and improvements thereon erected, there being and before  
in the Township of Vernon, in the County of Somerset, State of New Jersey.  
The property is known and designated as Lot 64 in Block 71, the area of which contains map entitled "Map of Property Owned  
by the Illuminating Company Association Inc. in the Township of Vernon, Somerset County, New Jersey" filed  
in the Somerset County Clerk's Office on 0-11-124 P.M. (19-07-0).

NOTICE: All land, buildings and structures shown on this map are subject to change.

NOTE: Land and buildings shown for informational purposes only.

SCHEDULE A (cont'd)

11 Harmony Road and 13 Harmony Road

THE LAND DESCRIBED IN THIS PLAN IS LOCATED IN THE COUNTY OF SHERIFF, STATE OF NEW JERSEY, AND IS SUBDIVIDED AS FOLLOWS:

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND, LYING AND BOUND AS FOLLOWS IN THE TOWNSHIP OF HANOVER, COUNTY OF SHERIFF, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DECRIBED AT A POINT IN THE EASTERLY LINE OF NO. 1000 AVENUE, SAID POINT BEING 221.40 FEET WESTWARD FROM THE INTERSECTION WITH THE NORTHERN LINE OF HANOVER AVENUE, AND 100.00 FEET WESTWARD FROM THE INTERSECTION WITH THE NORTHERN LINE OF HANOVER AVENUE, AND 100.00 FEET SOUTHWARD THEREFROM;

1. SOUTH TO DISTANCES OF 100.00 FEET EACH WAY ALONG THE NORTHERN LINE OF LOT 51, BLOCK 121, TAX MAP, N/1 SECTION AND TOWER PARK, 100.00 FEET TO A POINT THEREIN;
2. SOUTH BY DEGREES 40 MINUTES 40 SECONDS WEST ALONG THE NORTHERN LINE OF 100.00 FEET, BLOCK 121, N/1 SECTION, 100.00 FEET TO A POINT IN THE WESTERN LINE OF HANOVER AVENUE;
3. SOUTH BY DEGREES 40 MINUTES 40 SECONDS WEST ALONG THE WESTERN LINE OF HANOVER AVENUE, 100.00 FEET TO A POINT THEREIN;
4. NORTH BY DEGREES 40 MINUTES 40 SECONDS WEST ALONG THE NORTHERN LINE OF 100.00 FEET, BLOCK 121, N/1 SECTION, 100.00 FEET TO A POINT THEREIN;
5. SOUTH TO DISTANCES OF 100.00 FEET EACH WAY ALONG THE NORTHERN LINE OF LOT 51 AND 52, ALONG THE NORTHERN LINE OF HANOVER AVENUE, 100.00 FEET TO A POINT THEREIN;
6. SOUTH BY DEGREES 40 MINUTES 40 SECONDS WEST ALONG THE NORTHERN LINE OF HANOVER AVENUE, 100.00 FEET TO A POINT THEREIN;
7. NORTHERN ALONG THE NORTHERN LINE OF HANOVER AVENUE, ALONG WHICH LINE NO. 1000 AVENUE IS LOCATED, 100.00 FEET, OR ONE DISTANCE OF 30.00 FEET, TO A POINT THEREIN;
8. LOT 51 IS DESCRIBED COMMENCING AT POINT 1000 AVENUE, ALONG THE NORTHERN LINE OF HANOVER AVENUE, 100.00 FEET, TO A POINT THEREIN;
9. LOT 51 IS DESCRIBED COMMENCING AT POINT 1000 AVENUE, ALONG THE NORTHERN LINE OF HANOVER AVENUE, 100.00 FEET, TO A POINT THEREIN;

**SCHEDULE A (cont'd)**

SCHEDULE A (cont'd)

- POINT NO. NAME OF LOCATION  
EXCEPTED THEREFROM, THE FOLLOWING TRACES PROJECTED INTO THE COUNTY OF SHERMAN FURNISH  
TO A CONTRACTOR FROM HIGH SCHOOL, RAILROAD, L.I.C. ON MAY 21, 1901 AND RECORDED THEREON  
ON JUNE 1, 1901 IN DEED BOOK 100, PG. 546, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
1. ALONG EAST DIVISION LINE, SOUTH 40 DEGREES 14 MINUTES 44 SECONDS WEST, 10.37 FEET TO THE NEAREST LINE OF ROAD LOT 67, THENCE
  2. ALONG EAST DIVISION LINE, EXCEPTED, NORTH 35 DEGREES 10 MINUTES 41 SECONDS WEST, 14.73 FEET TO THE NEAREST LINE OF THE ROAD TRAVELED BY C.R. 100, ROAD LOT 67, THENCE
  3. ALONG EAST DIVISION LINE, AND ALONG A CURVE TO THE RIGHT UNDERSIDE OF ROAD LOT 67, 10.37 FEET TO THE NEAREST LINE OF THE ROAD TRAVELED BY C.R. 100, ROAD LOT 67, THENCE
  4. ALONG EAST DIVISION LINE, AND ALONG A CURVE TO THE LEFT UNDERSIDE OF ROAD LOT 67, 10.37 FEET TO THE NEAREST LINE OF THE ROAD TRAVELED BY C.R. 100, ROAD LOT 67, THENCE
  5. ALONG EAST DIVISION LINE, EXCEPTED, SOUTH 49 DEGREES 14 MINUTES 11 SECONDS WEST, 10.37 FEET TO THE NEAREST LINE OF THE ROAD TRAVELED BY C.R. 100, ROAD LOT 67, THENCE

COMPARING 10.37 FEET, 100% OF 249.1 FEET OF LAND AS DESCRIBED HERIN,

EXCEPTING THEREFROM THE FOLLOWING WHICH PROJECTED INTO THE COUNTY OF SHERMAN FURNISH  
TO A DED. FROM HIGH SCHOOL, RAILROAD, L.I.C. ON MAY 21, 1901 AND RECORDED THEREON  
ON JUNE 1, 1901 IN DEED BOOK 100, PG. 546, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

    1. ALONG EAST DIVISION LINE, SOUTH 40 DEGREES 14 MINUTES 44 SECONDS WEST, 10.37 FEET.
    2. ALONG A NEW-OPENED TRAIL, SAD. LOT 66, SET 30 FEET FROM AND PARALLEL WITH THE  
CONTINUATION OF THE EXISTING TRAVELED LINE, SOUTH 49 DEGREES 14 MINUTES 11 SECONDS WEST,  
14.73 FEET TO A POINT OF CONCURRENCE, THENCE
    3. ALONG A CURVE TO THE LEFT, BEARING A BIBLIOT. OF 160.10 FEET, A CERTAIN ANGLE OF 30  
DEGREES 15 MINUTES 44 SECONDS, OR 100 FEET OF 160.10 FEET, AND A CLOTH MEASURING 200 FEET  
PROJECTS 15 MINUTES 44 SECONDS, OR 100 FEET OF 160.10 FEET, A CLOTH MEASURING 120 FEET TO A POINT OF  
CONCURRENCE, THENCE,

SCHEDULE A (cont'd)

SCHEDULE A (cont'd)

ALSO ALSO BOUTRELL, WEN, KENY 50, DECEMBER 15, NUMBER 49, RECORDS PART 5, 10-70 PAGE  
THE DRAFT AND PLACE OF BURIAL.

CONTINUATION LOST, JUNE 19, 1963, NUMBER 49, IN LOSING THE BAG,  
PROBABLY IN A STATE OF THE EXTREMELY WEAKLY SIGNED OR "LOOSELY TIED" NO. 10, RECORDS PART  
RIGHT OF WAY, DISTANT MILES, APPROXIMATELY EIGHTH, BOUND BY JUNE 15, NUMBER 49, RECORDS PART  
NUMBER 50, 100-05 PART 5, THE BOUNDARY WITH THE APPROXIMATELY EIGHTH OR NINETH  
MILE FROM THE NEAREST RIGHT-OF-WAY AND BOUNDARY STREAM.

1. ALSO ALSO BAG, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49, RECORDS PART 5, 10-70  
PART, 100-05 PART 5, THE BOUNDARY LINE AT 100-05 IS MARKED BY STAKE.

2. ALSO ALSO BAG, APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY  
NUMBER 49, RECORDS PART 5, 10-70 PART 5, THE BOUNDARY LINE AT 100-05 IS MARKED BY STAKE.

3. DIVIDING PART APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49, RECORDS PART 5, 10-70 PART 5, THE BOUNDARY LINE AT 100-05 IS MARKED BY STAKE.

4. APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49, RECORDS PART 5, 10-70 PART 5,  
THE ABOVE PLACES BOUND BY APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49,  
100-05 PART 5, THE BOUNDARY LINE AT 100-05 IS MARKED BY STAKE.

5. ALSO ALSO BAG, APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49,  
THE ABOVE PLACES BOUND BY APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49,  
100-05 PART 5, THE BOUNDARY LINE AT 100-05 IS MARKED BY STAKE.

6. ALSO ALSO BAG, APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49,  
THE ABOVE PLACES BOUND BY APPROXIMATELY EIGHT HUNDRED FEET, APPROXIMATELY EIGHT HUNDRED FEET, BOUND BY NUMBER 49,  
100-05 PART 5, THE BOUNDARY LINE AT 100-05 IS MARKED BY STAKE.

15 Harmony Road.  
KNOWN AND DESIGNATED AS FRED MAYER THOMAS GORDON'S ESTATE OR PROPERTY OWNED BY THE  
Treasurer Of The Colony, Aransas, Tex., Whom The Sheriff And His Deputies Are Directed And Told To Do Whatsoever  
Is Necessary To Secure The Same From The Sheriff On The 10th Day Of April 1914, Being 45 Days After The Date  
Of The Return Of The Writs, And To Hold The Same Until Further Order.  
The above described property, with all fixtures and material and bounds included, is sold as follows:  
September 12, 1914, at public auction by the Sheriff of Aransas County, who having an inventory made out  
yesterday being the second day of September 1914, at 10:30 A.M. in the County Courthouse, in the following manner:  
1) A line extending from the corner of the front of the house to the rear, a distance of 100 feet at an angle  
of 100 degrees, a point for a corner stone.  
2) A line extending along the straight line with Lot 10000 as shown on the Plat of Township Survey, a distance  
of 560.00 feet to a point for a corner stone.  
3) A line extending from the corner of the front of the house to the rear, a distance of 100 feet at an angle of 100  
degrees, a point for a corner stone.  
4) A line 1000' along the ditch line with Lot 6000 of said tract a distance of 371.00 feet to the right end

SCHEDULE A (cont'd)

19 Harmony Road and 23 Harmony Road.

ALL that certain lot or parcel of land and premises,座落于 Warren Township, in the County of Somerset and the State of New Jersey, more particularly described herein:

FIRST TRACT: BEING KNOWN AND DESIGNATED AS lots 16, 17 & 18 as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

SECOND TRACT: BEING KNOWN AND DESIGNATED AS Lot 19 in Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

THIRD TRACT: BEING KNOWN AND DESIGNATED AS Lot 14 Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

FOURTH TRACT: BEING KNOWN AND DESIGNATED AS Lot 15 Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

Being known and designated as Lots 16, 17 & 18 in Block 71 in the Township of Warren Tax Map.

SCHEDULE B

Limited to tangible property located on the premises known as 3 Harmony Road, Warren, NJ 07059, 11 Harmony Road, Warren, NJ 07059, 13 Harmony Road, Warren, NJ 07059, 15 Harmony Road, Warren, NJ 07059, 19 Harmony Road, Warren, NJ, and 25 Harmony Road, Warren, NJ 07059 also known as Lots 60, 60.01, 62.02, 64, 66, and 66.01 Block 71 on the Official Tax Map of the Township of Warren, County of Somerset, State of New Jersey.



BRETT A. RADI  
SOMERSET COUNTY CLERK  
20 GROVE STREET  
P.O. BOX 3000  
SOMERVILLE, NJ 08876-1262

Recorded: 02/21/2017 12:48:26 PM  
Book: OPR 6843 Page: 742-752  
Instrument No.: 2017007901  
LPP 11 PGS \$80.00

MULTIPLE NOTINGS: \$20.00

Recorder: DELUCA

**DO NOT DISCARD**



2017007901

# EXHIBIT "B"

Mark A. Roney, Esq./0012622001  
HILL WALLACK LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, New Jersey 08543-5226  
(609) 924-0808  
Attorneys for Plaintiff,  
Crown Bank  
Our File No. 13530-194/sml

Crown Bank,

Plaintiff,

vs.

J & C Capital, L.L.C., et al.,

Defendants.

Superior Court of New Jersey  
Chancery Division  
Somerset County

Docket No. F-002733-17

Civil Action

Final Judgment

Upon application of the Plaintiff, Crown Bank, and it appearing that the default of all the defendants having been entered; and the Term Loan And Security Agreement, Commercial Mortgage Note, Mortgage and Security Agreement executed by J & C Capital, L.L.C. to Plaintiff, Mortgage and Security Agreement executed by JJC Capital, L.L.C. to Plaintiff, Plaintiff, Mortgage and Security Agreement executed by School Realty, L.L.C. to Plaintiff (collectively referred to as the "Mortgages"), and the Commercial Assignment of Leases and Rents executed by each of J & C Capital, L.L.C., JJC Capital, L.L.C., and School Realty, L.L.C. to Plaintiff, having been presented and marked as Exhibits by the Court;

And, it appearing from the Certification filed herein that there is due to the Plaintiff the sum of \$5,569,595.77 on its first mortgage described in the Complaint as of July 31, 2017,

together with lawful interest from and including July 31, 2017 on the total sum due, together with costs of this action to be taxed, raised and paid out of the mortgaged premises in the Complaint;

IT IS ON THIS 20th day of December 2017

ORDERED AND ADJUDGED, that the Plaintiff is entitled to have the sum of \$5,569,595.77, on its first mortgage described in the Complaint as of July 31, 2017, together with lawful interest from and including July 31, 2017 on the total sum due, thereafter on total sum due, together with costs of this suit to be taxed, including a counsel fee of \$7,500.00, raised and paid out of the mortgaged premises described in the Complaint; and it is further

ORDERED AND ADJUDGED that the street address of the mortgaged premises described in the mortgage made by JJC Capital, L.L.C. to the Plaintiff, on August 6, 2014, and recorded in the Somerset County Clerk's Office on August 11, 2014, in Book 6734 at Page 3660, be and same is hereby reformed to include a reference to the full street address of the mortgaged premises, including 19 Harmony Road, Warren, Somerset County, New Jersey as if set forth therein;

ORDERED AND ADJUDGED that in addition to the mortgaged premises, that certain additional collateral pledged by J & C Capital, JJC Capital, LLC, School Realty, L.L.C., and to Plaintiff, a description of which is hereto attached as Schedule A (the "Additional Collateral") be sold to pay Plaintiff the sums owed as stated herein;

ORDERED AND ADJUDGED that so much of the said mortgaged premises, as will be sufficient to raise and satisfy the said Mortgages, interest and costs of the Plaintiff, be sold and

**ONE RECOVERY ON THE UNDERLYING DEBT**

that an execution does issue for that purpose, out of this Court, directed to the Sheriff of the County of Somerset, commanding him to make sale, according to law; of so much of the mortgaged premises as will be sufficient to satisfy the said Mortgages, interest and costs of the Plaintiff that he first pay out of the proceeds of the sale to the Plaintiff or its attorneys its debt, interest and costs;

And, that in case there is a surplus, the same shall be brought into this Court and deposited with the Clerk, subject to the order of this Court, that the said Sheriff make his report to this Court of the sale as required by the Rules of the Court; and it is further

**ORDERED AND ADJUDGED** that the Plaintiff or purchaser duly recover against the said defendants, the premises mentioned and described in the said Complaint with appurtenances and that a Writ of Possession issue thereon; and it is further

**ORDERED AND ADJUDGED** that all defendant(s) to this action and each of them stand absolutely debarred and foreclosed of and from all redemption of, in and to so much as the said mortgage premises shall be sold as aforesaid under this judgment except as provided by 28 U.S.C. § 2410. And it is further **ORDERED AND ADJUDGED** that this judgment shall not affect the rights of any person protected by the New Jersey Tenant Anti-Eviction Act N.J.S.A.

2A:18-61.1, et seq.

/s/ Paul Innes, P.J.Ch

Respectfully Recommended  
R. 1:34-6 OFFICE OF FORECLOSURE

SCHEDULE A

Limited to tangible property located on the premises known as 5 Harmony Road, Warren, NJ 07059, 11 Harmony Road, Warren, NJ 07059, 13 Harmony Road, Warren, NJ 07059, 15 Harmony Road, Warren, NJ 07059, 19 Harmony Road, Warren, NJ, and 25 Harmony Road, Warren NJ 07059 also known as Lots 60, 60.01, 62.02, 64, 66, and 66.01 Block 71 on the Official Tax Map of the Township of Warren, County of Somerset, State of New Jersey.

# EXHIBIT “C”

Mark A. Roney, Esq./0012622001  
HILL WALLACK LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, New Jersey 08543-5226  
(609) 924-0808  
Attorneys for Plaintiff,  
Crown Bank  
Our File No. 13530-194/sm1

Crown Bank,

Plaintiff,

vs.

J & C Capital, L.L.C., et al.,

Defendant(s).

Superior Court of New Jersey  
Chancery Division  
Somerset County

Docket No. F-002733-17

Civil Action

Writ of Execution

THE STATE OF NEW JERSEY  
TO THE SHERIFF OF THE COUNTY OF SOMERSET  
GREETING:

WHEREAS ON December 20, 2017 by a certain Judgment made in our Superior Court of New Jersey, in a certain cause therein pending, wherein the Plaintiff, is Crown Bank, and the following named party is the defendants:

J & C Capital, L.L.C.;  
JJC Capital, L.L.C.;  
School Realty, L.L.C.; and,  
Camp Harmony, Inc.;

It was ordered and adjudged that certain mortgaged premises with appurtenances in the Complaint, in the said cause particularly set forth and described, that is to say:

The mortgaged premises are described as set forth upon the RIDER ANNEXED  
HERETO AND MADE A PART HEREOF.

Together with all and singular rights, liberties, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property, claim and demand of the said defendant(s) or, in, to and out of the same, to pay and satisfy in the first place unto the Plaintiff, Crown Bank, the sum of \$5,569,595.77, being the principal and interest secured by those certain and separate Mortgage and Security Agreements, each dated August 6, 2014, given by JJC Capital, L.L.C., J & C Capital, L.L.C., and School Realty, L.L.C., together with lawful interest from and including July 31, 2017 on total sum due, until the same be paid and satisfied and also the costs of the aforesaid Plaintiff with interest thereon;

And, for the purpose a Writ of Execution should issue, directed to the Sheriff of Somerset County, commanding him to make sale as aforesaid real estate (Schedule A) together with the Additional Collateral (Schedule B); and that the surplus money arising from such sale, if any there be, should be brought into our said Court, subject to the further order of the said Court, as by the judgment remaining as of record in our Superior Court of New Jersey, at Trenton, doth and may be more fully appear; and whereas, the costs of the said Plaintiff have been duly taxed at the following sum \$8,425.00;

Therefore, you are hereby commanded that you cause a sale to be made of the premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, the said sum of \$5,569,595.77 as of July 31, 2017, together with lawful interest from and including July 31, 2017 and the same you do pay to the said Plaintiff, together with lawful interest

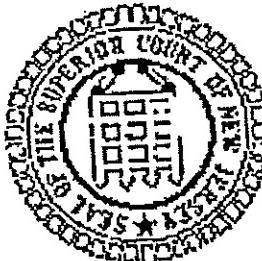
thereafter on total sum due, thereon as aforesaid, and the sum aforesaid to costs with interest  
thereon;

And, that you have the surplus money, if any there be, before our Superior Court of New Jersey, aforesaid, at Trenton, on the following date: within 30 days of sale, to abide the further order of the said court, according to the Judgment aforesaid, and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our Writ, together with this Writ. If no sale, Writ returnable within 24 months in accordance with R.4:59-1.

WITNESS, the Honorable Paul Innes, P.J.Ch. of the Superior Court of New Jersey, at Trenton aforesaid, this 20th day of December 2017.

HILL WALLACK LLP  
Attorneys for Plaintiff

By:/s/ Mark A. Roney  
Mark A. Roney



A handwritten signature of Michelle M. Smith over a stylized signature line.  
Michelle M. Smith  
Clerk of Superior Court

SCHEDULE A

5 Harmony Road

AS TO BLOCK 71, LOT 64:

All, for certain lot, piece or part of land, with the buildings and improvements thereon erected, streets, lying and being  
in the Municipality of the Township of Warren, in the County of Somerset, State of New Jersey.

BEING KNOWN AND DESIGNATED as Lot 64 in Block 71, as shown on a certain map entitled "Map of Property Owned  
by the Harmony Cooperative Colony Association, Inc., in the Township of Warren, Somerset County, New Jersey, July  
1934, filed in the Somerset County Clerk's Office on 04/17/1934 as Map No. 37-C.

NOTE: Being Lot(s) 64, Block 71; Tax Map of the Township of Warren, County of Somerset, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

SCHEDULE A (cont'd)

11 Harmony Road and 13 Harmony Road

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

AND THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE TOWNSHIP OF WARREN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF MT. HOPE ROAD, SAID POINT BEING DISTANT 100.00 FEET WESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF HARMONIA AVENUE AND FROM SAID POINT RUNNING THENCE:

1. SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST; ALONG THE WESTERLY LINE OF LOT 53, BLOCK 321, TAX MAP: N/W ELLIOT AND TUTTA EPMER, 100.00 FEET TO A POINT; THENCE
2. SOUTH 29 DEGREES 20 MINUTES 00 SECONDS EAST; ALONG THE SOUTHERLY LINE OF LOT 53, BLOCK 321, N/E EPPNER, 100.00 FEET TO A POINT IN THE WESTERLY LINE OF HARMONIA AVENUE; THENCE
3. SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST; ALONG THE WESTERLY LINE OF HARMONIA AVENUE, 100.00 FEET TO A POINT; THENCE
4. NORTH 09 DEGREES 20 MINUTES 00 SECONDS WEST; ALONG THE NORTHERLY LINE OF LOT 51, BLOCK 321, N/W TOWNSHIP OF WARREN, 100.00 FEET TO A POINT; THENCE
5. SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST; ALONG THE WESTERLY LINE OF LOTS 51 AND 50, BLOCK 321, N/W TOWNSHIP OF WARREN AND XONARD SCHULZINGER, 200.00 FEET TO A POINT; THENCE
6. SOUTH 09 DEGREES 20 MINUTES 00 SECONDS EAST; ALONG THE SOUTHERLY LINE OF LOT 50, BLOCK 321, N/W SCHULZINGER, 200.00 FEET TO A POINT IN THE WESTERLY LINE OF HARMONIA AVENUE; THENCE
7. SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST; ALONG THE WESTERLY LINE OF HARMONIA AVENUE, 29.57 FEET TO A POINT; THENCE
8. SOUTHERLY FROM THE WESTERLY LINE OF HARMONIA AVENUE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 279.34 FEET, AN ARC DISTANCE OF 98.50 FEET TO A POINT; THENCE
9. SOUTH 12 DEGREES 20 MINUTES 10 SECONDS WEST, STILL ALONG THE WESTERLY LINE OF HARMONIA AVENUE, 172.94 FEET TO A POINT; THENCE
10. NORTH 19 DEGREES 10 MINUTES 00 SECONDS WEST; ALONG THE SOUTHERLY LINE OF LOT 48;

SCHEDULE A (cont'd)

BLOCK 311, 569.00 FEET TO A POINT THENCE  
11. NORTH 01 DEGREES 53 MINUTES 19 SECONDS EAST, 235.34 FEET TO A MONUMENT, THENCE  
12. NORTH 01 DEGREES 16 MINUTES 39 SECONDS EAST, 375.79 FEET TO A POINT, THENCE  
13. NORTH 01 DEGREES 48 MINUTES 21 SECONDS WEST, AND ACROSS A CONCRETE MONUMENT FOUND,  
174.70 FEET TO A POINT IN THE (FORMER) SOUTHERLY LINE OF MT. HORSE ROAD; THENCE  
14. EASTERNLY ALONG THE (FORMER) SOUTHERLY LINE OF MT. HORSE ROAD, ALONG A CURVE, TO THE  
RIGHT WITH A RADIUS OF 113.37 FEET, AN ARC DISTANCE OF 113.37 FEET TO A POINT; THENCE  
15. STRAIGHT ALONG THE (FORMER) SOUTHERLY LINE OF MT. HORSE ROAD, BEING DISTANT 20 FEET FROM  
THE CENTER LINE THEREOF, ON A COURSE BEING SOUTH 12 DEGREES 20 MINUTES 00 SECONDS WEST,  
386.51 FEET TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING PARCELS DEDICATED INTO THE COUNTY OF SOMERSET AS A  
PERPETUAL EASEMENT FOR A HAMMAG ROAD, AS GRANTED BY DEED FROM LAURENCE V. STEINHAUM AND  
WOMAN STEINHAUM, HIS WIFE, DATED MAY 10, 1969, RECORDED JUNE 11, 1969, IN DEED BOOK 1737,  
PAGE 176, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON BAR IN THE SOUTHERLY LINE OF MOUNT HORSE ROAD, 20 FEET FROM CENTER  
LINE AS PER COUNTY ROAD SYSTEM MAP FOR THE ACCEPTANCE OF MT. HORSE ROAD, PREPARED BY  
HERBERT L. FISCHER, TOWNSHIP ENGINEER, DATED MARCH 1, 1958, SAID IRON BAR BEING LOCATED  
WESTERLY 100.00 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF MOUNT HORSE ROAD FROM THE  
INTERSECTION WITH THE WESTERLY LINE OF HARMONIA AVENUE (40 FEET WIDE) SAID BEGINNING  
POINT ALSO BEING THE NORTHERNLY CORNER TO LANDS NOW OR FORMERLY OF LAURENCE AND WOMAN  
STEINHAUM AND FROM SAID POINT OF BEGINNING, RUNNING THENCE

1. ALONG THE NORTHEASTERLY LINE OF LANDS OF STEINHAUM, SOUTH 00 DEGREES 49 MINUTES 00  
SECONDS WEST, 16.40 FEET TO A POINT; THENCE
2. ALONG A LINE 10 FEET PARALLEL WITH AND ADJACENT TO THE CENTER LINE OF MOUNT HORSE  
ROAD, AS PER MAP ABOVE REFERENCED MAP, SAID LINE BEING THE NEW SOUTHERLY LINE OF  
MOUNT HORSE ROAD, NORTH 00 DEGREES 20 MINUTES 00 SECONDS WEST, 316.53 FEET TO A POINT OF  
CURVE; THENCE
3. STRAIGHT ALONG SAME IN A WESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF  
925.37 FEET, AN ARC LENGTH OF 113.37 FEET TO A POINT IN THE WESTERLY LINE OF LANDS NOW OR  
FORMERLY OF STEINHAUM; THENCE
4. ALONG SAID WESTERLY LINE, NORTH 01 DEGREES 49 MINUTES 21 SECONDS WEST, 10.03 FEET TO  
AN IRON BAR AND CORNER TO LANDS OF STEINHAUM, SAID CORNER BEING 20 FEET FROM THE CENTER  
LINE OF MOUNT HORSE ROAD; THENCE
5. ALONG A LINE 10 FEET PARALLEL WITH THE AND ADJACENT TO THE CENTER LINE OF MOUNT HORSE  
ROAD, SAID LINE BEING THE OLD SOUTHERLY LINE OF MOUNT HORSE ROAD, IN AN EASTERNLY  
DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 925.37 FEET, AN ARC LENGTH OF  
113.37 FEET TO THE END OF A CURVE; THENCE
6. STRAIGHT ALONG THE SAME, SOUTH 00 DEGREES 20 MINUTES 00 SECONDS EAST, 316.53 FEET TO THE

SCHEDULE A (cont'd)POINT AND PLACE OF BEGINNING:

EXCEPTING THEREFROM, THE FOLLOWING PARCEL DEDICATED UNTO THE COUNTY OF SOMERSBY PURSUANT TO A QUIETCLAIM DEED FROM HOME SCHOOL REALTY, L.L.C. DATED MAY 21, 2003 AND RECORDED JUNE 3, 2003, IN DEED BOOK 5379 AT PAGE 1865 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

3. BEGINNING AT THE INTERSECTION OF THE SOUTHERLY SIDELINE OF MOUNT HORSE ROAD (VARIABLE WIDTH RIGHT-OF-WAY) AND THE DIVISION LINE BETWEEN LOTS 65 AND 66 IN BLOCK 71, DISTANT WESTERLY, ALONG SAID SOUTHERLY SIDELINE, 100 FEET FROM THE WESTERLY SIDELINE OF HARMONY ROAD (40 FOOT WIDE RIGHT OF WAY) AND RUNNING, THENCE,
  1. ALONG SAID SOUTHERLY SIDELINE, SOUTH 61 DEGREES 15 MINUTES 45 SECONDS WEST, 497.11 FEET TO THE WESTERLY LINE OF SAID LOT 66; THENCE,
  2. ALONG SAID WESTERLY LINE EXTENDED, NORTH 1X PROGRESS SO MINUTES 31 SECONDS WEST, 15.71 FEET TO THE CENTERLINE OF THE EXISTING TRAVELED WAY OF SAID MOUNT HORSE ROAD; THENCE,
  3. ALONG SAID CENTERLINE, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 51.22 FEET AND A CENTRAL ANGLE OF 09 DEGREES 56 MINUTES 46 SECONDS, A CHORD LENGTH OF 51.22 FEET BEARING NORTH 75 DEGREES 40 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 43.113 FEET TO A POINT OF TANGENCY; THENCE
  4. ALONG THE SAME, NORTH 60 DEGREES 38 MINUTES 46 SECONDS EAST 414.81 FEET TO THE EXTENSION OF THE AFORESAID DIVISION LINE BETWEEN LOTS 65 AND 66; THENCE,
  5. ALONG SAID DIVISION LINE EXTENDED, SOUTH 09 DEGREES 44 MINUTES 11 SECONDS EAST, 20.57 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 10.861 SQUARE FEET/0.2497 ACRES OF LAND AS DESCRIBED HEREIN.

EXCEPTING THEREFROM, THE FOLLOWING PARCEL DEDICATED UNTO THE COUNTY OF SOMERSBY PURSUANT TO A DEED FROM HOME SCHOOL REALTY, L.L.C. DATED MAY 21, 2003 AND RECORDED JUNE 3, 2003 IN DEED BOOK 5379 AT PAGE 1865 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

3. BEGINNING AT THE INTERSECTION OF THE SOUTHERLY SIDELINE OF MOUNT HORSE ROAD (VARIABLE WIDTH RIGHT-OF-WAY) AND THE DIVISION LINE BETWEEN LOTS 65 AND 66 IN BLOCK 71, DISTANT WESTERLY, ALONG SAID SOUTHERLY SIDELINE, 100 FEET FROM THE WESTERLY SIDELINE OF HARMONY ROAD (40 FOOT WIDE RIGHT OF WAY) AND RUNNING, THENCE,
  1. ALONG SAID DIVISION LINE, SOUTH 09 DEGREES 41 MINUTES 11 SECONDS EAST, 9.43 FEET, THENCE,
  2. ALONG A NEW LINE THROUGH SAID LOT 66, SET 30 FEET FROM, AND PARALLEL WITH, THE CENTERLINE OF THE EXISTING TRAVELED WAY, SOUTH 86 DEGREES 31 MINUTES 46 SECONDS WEST, 416.45 FEET TO A POINT OF CORNERSTONE; THENCE
  3. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 18 SECONDS, AN ARC LENGTH OF 50.12 FEET AND A CHORD BEARING SOUTH 75 DEGREES 33 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 49.12 FEET TO A POINT OF TANGENCY; THENCE,

SCHEDULE A (cont'd)

4. SOUTH 70 DEGREES 27 MINUTES 23 SECONDS WEST, 1.92 FEET TO A CONCRETE MONUMENT FOUND  
IN THE DIVISION LINE BETWEEN LOTS 65 AND 67, BLOCK 71, THENCE
5. ALONG SAID DIVISION LINE, NORTH 11 DEGREES 30 MINUTES 31 SECONDS EAST, 13.54 FEET TO  
THE AFORESAID MOUNT HORSE ROAD SOUTHERLY SIDELINE; THENCE,
6. ALONG SAID SOUTHERLY SIDELINE, NORTH 30 DEGREES 15 MINUTES 49 SECONDS EAST, 497.11  
FEET TO THE POINT AND PLACE OF BEGINNING.
- CONTAINING 4.066 SQUARE FEET or 0.1021 acres of land as described herein.
- EXCUTTING THEREFROM, THE FOLLOWING PARCEL DEDICATED UNTO THE TOWNSHIP OF WARREN PURSUANT  
TO A DEED FROM ROME SCHOOL REALTY, LLC DATED MAY 21, 2003 AND RECORDED JUNE 3, 2003 IN  
DEED BOOK 5379 AT PAGE 3896 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- BEGINNING AT A POINT IN THE EXISTING WESTERLY SIDELINE OF HARMONY ROAD (10 FOOT WIDE  
RIGHT-OF-WAY) DISTANT ALONG SAID SIDELINE, SOUTH 09 DEGREES 44 MINUTES 11 SECONDS EAST,  
500.00 FEET FROM THE INTERSECTION WITH THE SOUTHERLY SIDELINE OF MOUNT HORSE ROAD  
(VARIABLE WIDTH RIGHT-OF-WAY) AND WORKING; THENCE
- ALONG SAID HARMONY ROAD WESTERLY SIDELINE, THE FOLLOWING THREE COURSES:
1. SOUTH 09 DEGREES 44 MINUTES 11 SECONDS EAST, 16.31 FEET TO A POINT OF CURVATURE;  
THENCE,
2. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 14  
DEGREES 37 MINUTES 41 SECONDS, AN ARC LENGTH OF 333.18 FEET AND A CHORD BEARING SOUTH 02  
DEGREES 25 MINUTES 21 SECONDS EAST, A CHORD DISTANCE OF 152.77 FEET TO A POINT OF  
TANGENCY; THENCE,
3. SOUTH 04 DEGREES 53 MINUTES 30 SECONDS WEST, 33.20 FEET TO THE DIVISION LINE BETWEEN  
LOTS 65 AND 66.01, BLOCK 71; THENCE
4. ALONG SAID DIVISION LINE, SOUTH 30 DEGREES 15 MINUTES 49 SECONDS WEST, 5.17 FEET;  
THENCE
- LEAVING SAID DIVISION LINE AND ALONG A NEW LINE THROUGH SAID LOT 66, THE FOLLOWING THREE  
COURSES, DISTANT 5.00 FEET FROM AND PARALLEL WITH SAID EXISTING WESTERLY SIDELINE OF  
HARMONY ROAD,
5. NORTH 04 DEGREES 53 MINUTES 30 SECONDS EAST, 34.50 FEET TO A POINT OF CURVATURE;  
THENCE,
6. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 16  
DEGREES 37 MINUTES 41 SECONDS, AN ARC LENGTH OF 181.41 FEET AND A CHORD BEARING NORTH 03  
DEGREES 25 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 151.50 FEET TO A POINT OF  
TANGENCY; THENCE,
7. NORTH 09 DEGREES 44 MINUTES 11 SECONDS WEST, 16.31 FEET TO THE SOUTHERLY LINE OF LOT  
65 IN BLOCK 71; THENCE.

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Recorded in the Office of the Superior Court Clerk Pg 9 of 11 Writ #17042423

SCHEDULE A (cont'd)

2. ALONG SAID SOUTHERLY LINE, NORTH 80 DEGREES 15 MINUTES 49 SECONDS EAST, 5.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1.013 SQUARE FEET/0.0212 ACRES OF LAND AS DESCRIBED HEREIN.

BEGINNING AT A POINT IN THE EXISTING WESTERLY SIDEWALL OF HARMONY ROAD (40' FOOT WIDE RIGHT-OF-WAY) DISTANT ALONG SAID WESTERLY SIDEWALL, SOUTH 80 DEGREES 14 MINUTES 11 SECONDS EAST, 300.00 FEET FROM ITS INTERSECTION WITH THE SOUTHERLY SIDEWALL (OR MOUNTAIN ROAD) (PARALLEL WITH RIGHT-OF-WAY) AND RUNNING, THENCE,

1. ALONG SAID HARMONY ROAD WESTERLY SIDEWALL, SOUTH 80 DEGREES 14 MINUTES 11 SECONDS EAST, 100.00 FEET TO THE NORTHERLY LINE OF LOT 64 IN BLOCK 71, THENCE,

2. ALONG SAID NORTHERLY LINE, SOUTH 80 DEGREES 15 MINUTES 49 SECONDS EAST, 5.00 FEET; THENCE,

3. LEAVING SAID NORTHERLY LINE AND ALONG A NEW LINE THROUGH SAID LOT 64, DISTANCE 5.00 FEET FROM AND PARALLEL WITH THE FIRST COURSE DESCRIBED HEREIN, NORTH 80 DEGREES 14 MINUTES 11 SECONDS WEST, 100.00 FEET TO THE SOUTHERLY LINE OF LOT 65, BLOCK 71, THENCE,

4. ALONG SAID SOUTHERLY LINE, NORTH 80 DEGREES 15 MINUTES 49 SECONDS EAST, 5.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 500 SQUARE FEET/0.0011 ACRES OF LAND AS DESCRIBED HEREIN.

THE ABOVE PARCELS ARE SHOWN ON A SURVEY MADE BY JAMES P. DRAZD, DATED APRIL 21, 1941, AND REVALUED TO MAY 23, 1974.

(BEING ALSO KNOWN AS (APPROXIMATELY FOR INFORMATIONAL PURPOSES ONLY))

LOT 65 AND 65.01, BLOCK 71, ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF WARREN, COUNTY OF HARRISON, STATE OF NEW JERSEY.

15 Harmony Road

KNOWN AND DESIGNATED AS Parcel Number Thirteen (13) in the title of property owned by the "Harmonia Cooperative Colony Association, Inc." which map was duly recorded and filed in the Office of the Gloucester County, New Jersey, on the 10th day of April, 1974, Map #1C. Said parcel having a frontage of one hundred feet and being 569.00 feet deep.

The above description is in accordance with a survey and title and bounds made by Temple Engineers dated September 15, 2007 see attached.

Beginning at a point on the westerly side-line of Harmonia Avenue, the known as Harmony Road (40' wide), said point being the common corner of Lot 55.00 and 64.01 in Block 71, and running the Warren Township tax map running thence

1) Along said side-line of Harmonia Avenue on a curve to the left having a radius of 539.10 feet and a deflection of 100.00 feet to a point for a corner thence

2) N 89° 20' 30" W along the division line with Lot 55.00 as shown on the Warren Township tax map 4.00 feet or \$69.00 feet to a point for a corner thence

3) N 05° 00' E along the division line with Lot 64 of said tax map a distance of 100.00 feet to a point for a corner thence

4) S 89° 20' 30" E along the division line with Lot 65.01 of said tax map a distance of 571.00 feet to the point and place of beginning.

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Recorded in the Office of the Superior Court Clerk Pg 10 of 11 Writ #17042423

SCHEDULE A (cont'd)

19 Harmony Road and 25 Harmony Road

ALL that certain lot, tract or parcel of land and premises, situate, lying and being in the Township of Warren in the County of Somerset and the State of New Jersey, more particularly described herein:

**FIRST TRACT:** BEING KNOWN AND DESIGNATED AS lots 16, 17 & 18 as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

**SECOND TRACT:** BEING KNOWN AND DESIGNATED AS Lot 19 IN Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

**THIRD TRACT:** BEING KNOWN AND DESIGNATED AS Lot 14 Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

**FOURTH TRACT:** BEING KNOWN AND DESIGNATED AS Lot 15 Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

Being known and designated as Lot(s) 60 & 60.01 in Block 71 on the Township of Warren Tax Map.

SCHEDULE B

Limited to tangible property located on the premises known as 5 Harmony Road, Warren, NJ 07059, 11 Harmony Road, Warren, NJ 07059, 13 Harmony Road, Warren, NJ 07059, 15 Harmony Road, Warren, NJ 07059, 19 Harmony Road, Warren, NJ, and 25 Harmony Road, Warren NJ 07059 also known as Lots 60, 60.01, 62.02, 64, 66, and 66.01 Block 71 on the Official Tax Map of the Township of Warren, County of Somerset, State of New Jersey.

## EXHIBIT “D”

 <b>SOMERSET COUNTY</b> <b>DOCUMENT COVER SHEET</b>	HON. STEVE PETER. SOMERSET COUNTY CLERK PO BOX 3000 20 GROVE STREET SOMERVILLE, NJ 08876  WWW.CO.SOMERSET.NJ.US
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Steve Peter, County Clerk  
Electronically Recorded Somerset County, NJ  
2018 Aug 01 02:34:12 PM  
BK: 7060 PGS: 3274-3287  
Instrument # 2018028789  
  
Fee: \$173.00 Doc Type: DEED  
CONS: \$1,000.00 EXEMPT: S  
NJ XFER FEE: \$4.00

*(Official Use Only)*

DATE OF DOCUMENT: 2018-08-01	TYPE OF DOCUMENT: DEED
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor)	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee)
Frank J. Provenzano	Crown Real Estate Holdings, Inc
ADDITIONAL PARTIES:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY: Warren	MAILING ADDRESS OF GRANTEE:  27 Prince Street Elizabeth, NJ 07208
BLOCK: 71	
LOT: 64	
CONSIDERATION: 1000.00	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE
			DEED

DO NOT REMOVE THIS PAGE THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD RETAIN THIS PAGE FOR FUTURE REFERENCE	
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## SHERIFF'S DEED

To All Persons to whom these Presents  
shall come, or whom they may Concern:

I, Frank J. Provenzano, Sr., Sheriff of the County of Somerset in the State of New Jersey, send greetings:

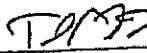
WHEREAS, on the Twentieth day of December, in the year of Our Lord Two Thousand Seventeen, a certain Writ of Execution was issued out of the Superior Court of New Jersey-Chancery Division-Somerset County-Docket No. F-002733-17 directed and delivered to the Sheriff of the said County of Somerset, and which said writ is in the words or to the effect following, that is to say:

NEW JERSEY, to wit: THE STATE OF NEW JERSEY to the Sheriff of the County of Somerset, GREETING:

WHEREAS, on the following date, 12/20/2017, by a certain judgment in our Superior Court of New Jersey, in a certain cause therein pending, wherein the plaintiff is Crown Bank, and the following named parties are the defendants; J & C Capital, L.L.C.; JJC Capital, L.L.C.; School Realty, L.L.C.; and Camp Harmony, Inc., it was ordered and adjudged that certain mortgaged premises, with the appurtenances, in the Complaint and Amendment to Complaint, if any, in the said cause particularly set forth and described, that is to say:

All that certain tract or parcel of land situate, lying and being in the Township of Warren, County of Somerset and State of New Jersey, more particularly described as follows:

Deed prepared by:

  
Thomas L. Przybylski  
Sales Coordinator

6 Harmony Road

AS TO BLOCK 71, LOT 64:

ALL THAT CERTAIN PARCEL OR PORTION OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITuate, LYING AND BEING  
IN THE MUNICIPALITY OF THE TOWNSHIP OF WARREN, IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY.

BEING KNOWN AND DESIGNATED AS LOT 64 IN BLOCK 71 AS SHOWN ON A CERTAIN MAP ENTITLED "MAP OF PROPERTY OWNED  
BY THE HARMONY COOPERATIVE COLONY ASSOCIATION, INC., IN THE TOWNSHIP OF WARREN, SOMERSET COUNTY, NEW JERSEY, DATED  
MARCH 11, 1924" FILED IN THE SOMERSET COUNTY CLERK'S OFFICE ON 03/11/1924 AS MAP NO. 87-C.

NOTICE: Being Lot 64, Block 71; The Map of the Township of Warren, County of Somerset, State of New Jersey.

NOTE: Lot and Block shown for identification purposes only.

11 Harmony Road and 13 Harmony Road

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMSBURG, STATE OF NEW  
JERSEY, AND IS BOUNDARIED AS FOLLOWS:

AND THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATED IN THE TOWNSHIP OF  
WARREN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF MT. HORSES ROAD, SAID POINT BEING DISTANCE  
100.00 FEET WESTERLY FROM ITS INTERSECTION WITH THE WESTERLY LINE OF HARMONY AVENUE AND  
FROM SAID POINT RUNNING THENCE

1. GOING ON DEGREES 40 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 51, BLOCK  
721, TAX MAP, N/F ELLIOT AND MATA EPINE, 700.00 FEET TO A POINT; THENCE

2. SOUTH 89 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOT 51,  
BLOCK 321, N/F BEVER, 100.00 FEET TO A POINT IN THE WESTERLY LINE OF HARMONY AVENUE;  
THENCE

3. NORTH 00 DEGREES 40 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY LINE OF HARMONY  
AVENUE, 100.00 FEET TO A POINT; THENCE

4. NORTH 45 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG THE NORTHERLY LINE OF LOT 51,  
BLOCK 321, N/F TOWNSHIP OF WARREN, 100.00 FEET TO A POINT; THENCE

5. SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY LINES OF LOTS 51 AND  
52, BLOCK 321, N/F TOWNSHIP OF WARREN AND RONALD SCHULSTIGER, 200.00 FEET TO A POINT;  
THENCE

6. SOUTH 00 DEGREES 20 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOT 50,  
BLOCK 321, N/F SCHULSTIGER, 200.00 FEET TO A POINT IN THE WESTERLY LINE OF HARMONY  
AVENUE; THENCE

7. SOUTH 00 DEGREES 40 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY LINE OF HARMONY  
AVENUE, 99.67 FEET TO A POINT; THENCE

8. SOUTHWEST ALONG THE WESTERLY LINE OF HARMONY AVENUE ALONG A CURVE TO THE RIGHT  
HAVING A RADIUS OF 477.30 FEET, AN ARC DISTANCE OF 99.68 FEET TO A POINT; THENCE

9. SOUTH 12 DEGREES 20 MINUTES 00 SECONDS WEST, CONTINUE ALONG THE WESTERLY LINE OF  
HARMONY AVENUE, 172.04 FEET TO A POINT; THENCE

10. NORTH 45 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 40,

SCHEDULE A (cont'd)

BLOCK 321, 369.00 FEET TO A POINT; THENCE  
11. NORTH 01 DEGREES 21 SECONDS WEST, 218.11 FEET TO A HORNHORN; THENCE  
12. NORTH 01 DEGREES 16 MINUTES 39 SECONDS EAST, 375.78 FEET TO A POINT; THENCE  
13. NORTH 01 DEGREES 46 MINUTES 21 SECONDS WEST, AND ACROSS A CONCRETE MONUMENT FOUND,  
174.70 FEET TO A POINT IN THE (FORMER) SOUTHERLY LINE OF MT. HORSE ROAD; THENCE  
14. EASTERNLY ALONG THE (FORMER) SOUTHERLY LINE OF MT. HORSE ROAD, ALONG A CURVE TO THE  
RIGHT WITH A RADIUS OF 151.57 FEET, AN ARC DISTANCE OF 111.47 FEET TO A POINT; THENCE  
15. STILL ALONG THE (FORMER) SOUTHERLY LINE OF MT. HORSE ROAD, TURNING INWARD AS PERT FROM  
THE CENTER LINE THEREOF, ON A CURVE BEARING SOUTH 01 DEGREES 20 MINUTES 40 SECONDS EAST,  
166.81 FEET TO A POINT, Said point being the POINT AND PLACE OF BEGINNING.  
  
EXCEPTING THEREFROM THE FOLLOWING PARCELS DEeded INTO THE COUNTY OF COEUR D'ALENE AS A  
PARCELLED ESTATE, FOR A PUBLIC ROAD, AS GRANTED BY DEED FROM LAWRENCE V. STEINBAUM AND  
WILLIE STEINBAUM, HIS WIFE, DATED MAY 10, 1888, RECORDED JUNR 13, 1919, IN DEED BOOK 1777,  
PAGE 170, AND FOR PARTICULARS DESCRIBED AS FOLLOWS:  
  
BEGGING AT AN IRON BAR IN THE SOUTHERLY LINE OF MOUNT HORSE ROAD, 20 FEET FROM CENTER  
LINE AS PER COUNTY ROAD SYSTEM MAP FOR THE ACCEPTANCE OF MT. HORSE ROAD, PREPARED BY  
HENRY L. FICKEL, TOWNSHIP SURVEYOR, DATED FEBRUARY, 1900, SAID LINE BEING LOCATED  
WESTERLY 101.00 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF MOUNT HORSE ROAD FROM ITS  
INTERSECTION WITH THE WESTERLY LINE OF HANCOCK AVENUE (40 FEET HIGH) AND TURNING  
WESTING ALONG THE HANCOCK AVENUE COURSE TO LANDS OWN OR FORKED BY LAWRENCE AND WILLIE  
STEINBAUM AND FROM SAID POINT OF BEGINNING RUNNING THEREA  
  
1. ALONG THE WESTERLY LINE OF LANDS OF STEINBAUM, SOUTH 01 DEGREE 40 MINUTES 00  
SECONDS WEST, 10.35 FEET TO A POINT; THENCE  
2. BEING A LINE 10 FEET PARALLEL WITH AND ADJACENT TO THE CENTER LINE OF MOUNT HORSE  
ROAD, AS PER THE ABOVE DESCRIPTION MAP, SAID LINE BEING THE NEW ADJUSTED LINE OF LINE OF  
MOUNT HORSE ROAD, NORTH 01 DEGREE 20 MINUTES 00 SECONDS WEST, 386.53 FEET TO A POINT ON  
WILSON'S  
3. STEEL ALONG SAID LINE IN A WESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF  
925.37 FEET, AN ARC LENGTH OF 111.44 FEET TO A POINT IN THE WESTERLY LINE OF LANDS OWN OR  
FORKED BY STEINBAUM; THENCE  
4. ALONG SAID WESTERLY LINE, NORTH 01 DEGREE 21 SECONDS 21 MINUTES 00 SECONDS WEST, 10.03 FEET TO  
AN IRON BAR AND CORNER TO LANDS OF STEINBAUM, SAID CORNER BEING 20 FEET FROM THE CENTER  
LINE OF MOUNT HORSE ROAD; THENCE  
5. ALONG A LINE 10 FEET PARALLEL WITH THE LINE ADJACENT TO THE CENTER LINE OF MOUNT HORSE  
ROAD, SAID LINE BEING THE OLD SOUTHERLY LINE OF MOUNT HORSE ROAD, IN AN EASTERNLY  
DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 936.37 FEET, AN ARC LENGTH OF  
111.47 FEET TO THE END OF A CURVE THEREA  
6. STEEL ALONG THE LINE, NORTH 01 DEGREE 20 MINUTES 00 SECONDS WEST, 316.53 FEET TO THE

POINT AND PLACE OF BEGINNING.

EXCEIVING THEREUPON, THE FOLLOWING PARCEL, DEDICATED UNTO THE COUNTY OF SOMERSET PURSUANT TO A DEED FROM HOME SCHOOL REALTY, L.L.C. DATED MAY 21, 2003 AND RECORDED JUNE 3, 2003; IN DEED BOOK 5179 AT PAGE 3856 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY SIDELINE OF MOUNT HORSE ROAD (VARIABLE WIDTH RIGHT-OF-WAY) AND THE DIVISION LINE BETWEEN LOTS 55 AND 56 IN BLOCK 71; DISTANT WESTWARD, ALONG SAID SOUTHERLY SIDELINE, 100 FEET FROM THE WESTERLY SIDELINE OF HARMONY ROAD (40 FOOT WIDE RIGHT OF WAY) AND RUNNING, THENCE,

1. ALONG SAID SOUTHERLY SIDELINE, SOUTH 80 DEGREES 15 MINUTES 49 SECONDS WEST, 497.11 FEET TO THE WESTERLY LINE OF SAID LOT 56; THENCE,
2. ALONG SAID WESTERLY LINE EXTENDED, SOUTH 11 DEGREES 56 MINUTES 03 SECONDS WEST, 16.71 FEET TO THE CENTERLINE OF THE EXISTING TRAVELED WAY OF SAID MOUNT HORSE ROAD; THENCE,
3. ALONG SAID CENTERLINE, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET, AN ARC LENGTH OF 83.72 FEET AND A CENTRAL ANGLE OF 03 DEGREES 56 MINUTES 01 SECONDS, IN ARC LENGTH OF 83.72 FEET AND A CHORD BEARING NORTH 74 DEGREES 40 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 83.41 FEET TO A POINT OF TANGENCY; THENCE
4. ALONG THE SAME, NORTH 80 DEGREES 18 MINUTES 48 SECONDS EAST (14.89 FEET) TO THE EXTENSION OF THE AFOREMENTIONED DIVISION LINE BETWEEN LOTS 55 AND 56; THENCE,
5. ALONG SAID DIVISION LINE EXTENDED, SOUTH 09 DEGREES 14 MINUTES 11 SECONDS EAST, 10.57 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 10.861 SQUARE FEET/0.2491 ACRES OF LAND AS DESCRIBED HEREIN.

EXCEIVING THEREUPON, THE FOLLOWING PARCEL DEDICATED UNTO THE COUNTY OF SOMERSET PURSUANT TO A DEED FROM HOME SCHOOL REALTY, L.L.C. DATED MAY 21, 2003 AND RECORDED JUNE 3, 2003 IN DEED BOOK 5179 AT PAGE 3856 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY SIDELINE OF MOUNT HORSE ROAD (VARIABLE WIDTH RIGHT-OF-WAY) AND THE DIVISION LINE BETWEEN LOTS 55 AND 56 IN BLOCK 71; DISTANT WESTWARD, ALONG SAID SOUTHERLY SIDELINE, 100 FEET FROM THE WESTERLY SIDELINE OF HARMONY ROAD (40 FOOT WIDE RIGHT OF WAY) AND RUNNING, THENCE;

1. ALONG SAID DIVISION LINE, SOUTH 05 DEGREES 44 MINUTES 13 SECONDS EAST, 9.43 FEET; THENCE,
2. ALONG A NEW LINE THROUGH GRID LOT 60, SET 30 FEET FROM, AND PARALLEL WITH THE CENTERLINE OF THE EXISTING TRAVELED WAY, SOUTH 80 DEGREES 34 MINUTES 48 SECONDS WEST, 415.00 FEET TO A POINT OF CURVATURE; THENCE
3. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 34 SECONDS, AN ARC LENGTH OF 80.82 FEET AND A CHORD BEARING SOUTH 75 DEGREES 33 MINUTES 08 SECONDS WEST, A CHORD DISTANCE OF 79.12 FEET TO A POINT OF TANGENCY; THENCE;

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4. SOUTH 70 DEGREES 27 MINUTES 29 SECONDS WEST, 1.32 FEET TO A CONCRETE MONUMENT FOUND IN THE DIVISION LINE BETWEEN LOTS 66 AND 67, BLOCK 71; THENCE
  5. ALONG SAID DIVISION LINE, NORTH 11 DEGREES 56 MINUTES 33 SECONDS WEST, 10.86 FEET TO THE AFORESAID MOUNT HORN ROAD SOUTHERLY TIDELINE; THENCE,
  6. ALONG SAID SOUTHERLY SIDELINE, NORTH 00 DEGREES 26 MINUTES 49 SECONDS EAST, 497.13 FEET TO THE POINT AND PLACE OF BEGINNING.  
CONTAINING 4.00 SQUARE FEET/ft<sup>2</sup>, .6923 ACRES OF LAND AS HEREINBFORED HERIN.
- EXCEPTING THEREFROM, THE FOLLOWING PARCELS DESCRIBED DFTD THE TOWNSHIP OF WARREN PURSUANT TO A DEED FROM HOMA SCHOOL REALTY, L.L.C. DATED MAY 21, 2001 AND RECORDED JUNE 1, 2001 IN DEED BOOK #379 AT PAGE 1956 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- BEGINNING AT A POINT IN THE EXISTING NORTHERLY SIDELINE OF HARMONY ROAD (40 FOOT WIDTH, RIGHT-OF-WAY) DISTANT ALONG SAID SIDEWALK, SOUTH 09 DEGREES 48 MINUTES 12 SECONDS EAST, 100.00 FEET FROM THE INTERSECTION WITH THE ANNUALLY SIDEWALK OF MOUNT HORN ROAD (VARIABLE WIDTH RIGHT-OF-WAY) AND TURNING; THENCE
- ALONG SAID HARMONY ROAD NORTHERLY SIDEWALK, THE FOLLOWING THREE COURSES;
1. SOUTH 09 DEGREES 44 MINUTES 13 SECONDS EAST, 16.35 FEET TO A POINT OF CURVATURE;
  2. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 37 MINUTES 41 SECONDS, AN INC LENGTH OF 181.14 FEET AND A CHORD MEASURING SOUTH 02 DEGREES 20 MINUTES 24 SECONDS WEST, A CHORD DISTANCE OF 181.77 FEET TO A POINT OF TANGENCY; THENCE
  3. SOUTH 04 DEGREES 13 MINUTES 30 SECONDS WEST, 13.20 FEET TO THE DIVISION LINE BETWEEN LOTS 66 AND 66.04, BLOCK 71; THENCE
  4. ALONG SAID DIVISION LINE, SOUTH 04 DEGREES 13 MINUTES 49 SECONDS WEST, 5.17 FEET; THENCE
  5. ALONG SAID DIVISION LINE AND ALONG A NEW LINE THROUGH SIX LOT 16, THE FOLLOWING THREE COURSES, DISTANT 5.00 FEET FROM AND PARALLEL WITH SAID EXISTING NORTHERLY SIDEWALK OF HARMONY ROAD,
  6. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 593.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 47 MINUTES 41 SECONDS, AN INC LENGTH OF 181.81 FEET AND A CHORD MEASURING NORTH 02 DEGREES 25 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 181.96 FEET TO A POINT OF TANGENCY; THENCE,
  7. NORTH 09 DEGREES 44 MINUTES 11 SECONDS WEST, 16.35 FEET TO THE SOUTHERLY LINE OF LOT 67 IN BLOCK 71; THENCE.

6. AURORA ULTRASOUND SYSTEM, PORTA NO POKORNÝ 13 MONTEZ 49 820000 ZAGREB, CROATIA  
THE PATENT AND TRADE CO. OF KROATSKA.

CONTAINING 1.914 TUNDRA PCSF/0.0222 ACRES OF LAND AND UNSTRUCTURED WILDERNESS

ROOSTING AT A POINT IN THE BREKKEING WHISTLING KIGGAROOES WERE SPOTTED AND 16 FURTHER  
HEAVY-OP-WAT'S SPOTTED ALONG ROAD WESTWARD AT 1100HRS. 14 KILOMETERS TO  
THE NORTHWEST. 2000HRS. NO FURTHER SPOTTING OF THE WHISTLING KIGGAROOES OR HEAVY-  
OP-WAT'S SPOTTED, BUT SPOTTED 1000M. WEST OF THE PREVIOUS SPOTTING WITH THE  
WHISTLING KIGGAROOES (HEAVY-OP-WAT'S) AND ROOSTING TWICE.

1. AIRCRAFT HAVE HAMMICK HOIST UNFASTENED SECURING LINE, BOUTH ON EIGHTH AND NINETEEN 44 MINUTES 12 SECONDS  
EIGHT, 100.00 DEGREE TO STARBOARD SIDE OF LINE 64 IN BLOCK 711 THEREIN.

1. ALONG RIVER NORTHEASTLY BANK, ABOVE TO DISBURG 15 KILOMETERS 49 METERS HIGH; 5.10 YARDS  
DEPTHS;

1. HAVING RATE MONITORING LINE AND ALONG A NEW LAKE THROUGH EASY LOT 20, EXCEPT HIGH FLOOR FROM AND PARALLEL WITH THE FIRST CONCRETE BRACKLEIGH HILL, NORTH OF SECTION 44, UNTIL IT REACHES HIGH, 100.00 FEET TO THE SOUTHERLY LINE OF LOT 13 IN BLOCK 72; THENCE,

4. ALONG STATE BOUNDARY LINE, NORTH 30 DEGREES 15 MINUTES 48 SECONDS EAST, A 10 FEET TALL STAKE AND PLATE OR WILHELMINE.

EVANHURING GOD UNKNOWN PHRASES RECD UP LATE AT DOWNTOWN HOTEL.  
RECD FROM MURKIN BY JAMES P. FRADY, DOWNTOWN APRIL 21.

15 Harringay Road

KNOWN and DESIGNATED as Block Number Thirteen Section B on the map of property owned by the "Inverness" Corporation Colony Association, Inc., which map was duly recorded and filed in the Office of the Clerk of Marion County, State of Oregon, on the 10th day of April, 1924, Map #12, Field pencil having a bearing of one hundred and ten degrees SW 1/16th feet deep.

The above description is in accordance with a post-fit load analysis and bounds made by Trimpol Engineering date September 19, 2001 as attached.

Resuming At a point on the west side of Main Street, Avondale, when going to Harmony Ranch (10 miles), & point being the western corner of Lots #1,2,3,4 and #5, it is about 1/2 a mile away on the Warren Township side of the road.

1) Along mid rise line of Harmonic Avenue on the left facing a total of 339,1.9 feet to the Bellco  
of 100.22 [in] is a point for a Home license

21N 89°20'00" W along the division line with Lot 51B AD as shown on the Warren Township US map & section of 550 ft from lot 51C for a corner there.

20 Heronway Road and 25 Heronway Road

All this census, by town or part of said town and postoffice, thence, being in the Township of Wanton in the County of  
Bergen and the State of New Jersey, those particularly described herein.

FIRST TRACTS BEING KNOWN AND DESIGNATED AS Lots 16, 17 & 18 as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the office of the Recorder of Deeds of Chester County, Pennsylvania, on April 12, 1924 by Map No. 75-C.

**SECOND TRACT** BEING KNOWN AND DESIGNATED AS L.M. 13 IN Section II is shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC.", which map is filed in the office of the County Clerk of Marion County, Indiana, at Marion, Indiana, as Map No. X-1-C.

THIRD TRACT BEING KNOWN AND DESIGNATED AS Lot 14 Section 11 as shown on a serial map entitled "MAP OF HARMONIA COLLECTIVE CULTURE ASSOCIATION, INC." which map was filed in the COMMONWEALTH CLERKS OFFICE on 2/16/1974 at Map No. 57-C.

FOURTH TRACT; BEING KNOWN AND DESIGNATED AS Lot 15 Section B as shown on a certain map entitled "MAP OF HARMONY COOPERATIVE COLONY ASSOCIATION, INC." which map is on file in the SURVEYOR'S OFFICE at HARMONY, PENNSYLVANIA, dated November 14, 1913, as Map No. 87-F.

1. Located in Block 20, Section 11 on the Township of Warren Tax Map.

**SCHEDULE E**

Limited to tangible property located on the premises known as 5 Harmony Road, Warren, NJ 07059, 11 Harmony Road, Warren, NJ 07059, 13 Harmony Road, Warren, NJ 07059, 15 Harmony Road, Warren, NJ 07059, 19 Harmony Road, Warren, NJ, and 25 Harmony Road, Warren NJ 07059 also known as Lots 60, 60.01, 62.02, 64, 66, and 66.01 Block 71 on the Official Tax Map of the Township of Warren, County of Somerset, State of New Jersey.

Commonly known as 5, 11, 13, 15, 19 & 25 Harmony Road, Warren, NJ

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TOGETHER with all and singular the rights, liberties, privileges, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all of the estate, right, title, interest, use, property, claim, and demand of the said defendants of, in, to and out of the same, be sold, to pay and satisfy in the first place unto the plaintiff, Crown Bank, the sum of \$5,569,595.77, being the principal and interest secured by those certain and separate Mortgage and Security Agreements, each dated August 6, 2014, given by JJC Capital, L.L.C., J&C CAPITAL, L.L.C., and School Realty, L.L.C. together with lawful interest from and including July 31, 2017 on total sum due, until the same be paid and satisfied and also the costs of the aforesaid plaintiff, with interest thereon.

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And that, for that purpose a Writ of Execution should issue, directed to the Sheriff of the County of Somerset, commanding him to make sale as aforesaid; and that the surplus money arising from such sale, if any there be, should be brought into said court, subject to the further order of the said court, as by the said judgment remaining as of record in our Superior Court of New Jersey at Trenton, doth and may more fully appear; and whereas, the costs of the said Plaintiff have been duly taxed at the following sum: \$8,425.00.

THEREFORE, you are hereby commanded that you cause to be made of the premises aforesaid by selling so much of the same as may be needful and necessary for the purpose, the said sum of \$3,569,595.77 as of July 31, 2017, together with lawful interest from and including July 31, 2017 and the same you do pay to the said plaintiff together with lawful interest thereon as aforesaid, and the sum aforesaid of costs with interest thereon, and that you have the surplus money, if any there be, before the Superior Court of New Jersey, aforesaid at Trenton, within thirty (30) days after sale and if there be no sale, this Writ to be returnable within twenty-four (24) months pursuant to R. 4:59-1(a); and to abide the further Order of said court, according to the judgment aforesaid; and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our Writ, together with this Writ.

WITNESS, the HONORABLE Paul Innes, P.J. Chancery Judge of the Superior Court, at Trenton, aforesaid, this 20<sup>th</sup> day of December, 2017.

Hill Wallack, LLP  
Attorneys for Plaintiff

/s/ Michelle M. Smith  
MICHELLE M. SMITH, ESQ.  
Clerk of Superior Court

By: /s/ Mark A. Roney  
MARK A. RONEY

AS by the Record of said Writ of Execution entered in the Records of Executions  
issued in the Superior Court Clerk's Office, 17042423, and examined by me.

/s/ Michelle M. Smith  
MICHELLE M. SMITH, ESQ.  
Clerk of Superior Court

AND WHEREAS, I, the said Frank J. Provenzano, Sr., as such Sheriff, as aforesaid,  
did in due form of law, advertise the said lot of land and premises to be sold under and  
by virtue of the said writ of execution at public vendue, to be held at the Sheriff's Office  
in Somerville, New Jersey, on TUESDAY, the 15<sup>th</sup> day of May, 2018\*, at two o'clock  
P.M. prevailing time of said day by advertisement signed by myself, and posted in the  
Sheriff's Office and also on the property which was in the Township of Warren in which  
the said land lies, at least three weeks next before the time appointed for selling the  
same, and also published in the Courier News and Bernardsville News, two newspapers  
printed and published in the said County, where the said land is situated, and circulated  
in the neighborhood of said land, for at least four weeks, successively, once in each  
week preceding the said time.

\*Sale originally scheduled for Tuesday,  
April 17, 2018, but was adjourned  
until Tuesday, May 15, 2018,  
and held at that time.

at which last-named time and place I did accordingly offer and expose the said lot of  
land and premises for sale at public vendue, under and by virtue of the said writ of  
Execution.

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WHEREUPON: Mark Roney, bidding for Crown Bank, 27 Prince Street, Elizabeth New Jersey 07208, did bid the sum of One Thousand Dollars and No Cents (\$1,000.00) on its behalf

and no other person bidding as much, I did then and there openly and publicly, in due form of law, between the hours of two and five in the afternoon, strike off and sell the said lot of land and premises for the said sum of One Thousand Dollars and No Cents (\$1,000.00) to the said Crown Bank, 27 Prince Street, Elizabeth New Jersey 07208, being then and there the highest bidder for the same. And the said Crown Bank, by an instrument in writing dated 05/15/2018 assigned all its right, title and interest in and to the said decree and bid to Crown Real Estate Holdings, Inc., 27 Prince Street, Elizabeth, New Jersey 07208.

NOW, THEREFORE, KNOW YE, that I the said Frank J. Provenzano, Sr., as such Sheriff aforesaid, under and by virtue of said Writ of Execution, and in execution of the power and trust in me reposed, and also for and in consideration of the said sum of One Thousand Dollars and No Cents (\$1,000.00) to me in hand paid, the receipt whereof I do hereby acknowledge and therefrom acquit, exonerate and forever discharge the said

Crown Real Estate Holdings, Inc.

Its successors and assigns, heirs, executors and administrators, have granted, bargained, sold, assigned, transferred and conveyed, and by these presents do grant, bargain, sell, assign, transfer, and convey unto the said

Crown Real Estate Holdings, Inc.

its successors and assigns, heirs and assigns, all and singular, the said lot of land and premises, with the appurtenances, privileges and hereditaments thereto belonging or in anyway appertaining; TO HAVE AND TO HOLD the same unto the said

Crown Real Estate Holdings, Inc.

its successors and assigns, heirs and assigns, to its only proper use, benefit and behoof forever, in as full, ample and beneficial a manner as by virtue of the said Writ of Execution, I may, can, or ought to convey the same.

And I, the said Frank J. Provenzano, Sr., for myself, my heirs, executors and administrators, do hereby covenant, promise and agree to with the said

Crown Real Estate Holdings, Inc.

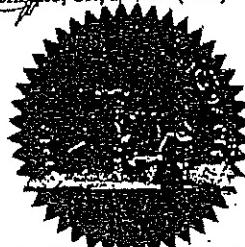
its successors and assigns, heirs and assigns, that I have not, as such Sheriff aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the estate hereby intended to be conveyed in and to the said lot of land and premises, with the appurtenances, is, may, or can be changed, charged, encumbered or defeated in any way whatever.

IN WITNESS WHEREOF, I, the said Frank J. Provenzano, Sr. as such Sheriff aforesaid, have hereunto set my hand and seal this Twenty-First day of June, 2018.

Signed, sealed and delivered  
in the presence of

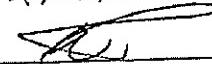
Frank J. Provenzano, Sr., Sheriff (L.S.)

  
William T. Cooper, III, Esq.

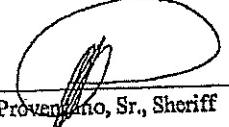


NEW JERSEY, SOMERSET COUNTY, ss.

On this Twenty-First day of June, 2018 before me, the subscriber, An Attorney at Law of New Jersey, personally appeared Frank J. Provenzano, Sr., Sheriff of the County of Somerset aforesaid, who is I am satisfied, the grantor in the within indenture named, and I having first made known to him the contents thereof he did thereupon acknowledge that he sign, sealed and delivered the same as his voluntary act and deed, for the use and purposes therein expressed, and the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c 40, Sec. 1 (c) is \$1,000.00.

  
William T. Cooper, III  
An Attorney at Law of New Jersey

I, Frank J. Provenzano, Sr., Sheriff of the County of Somerset, State of New Jersey do solemnly swear that the land and real estate described in this deed made by me to Crown Bank, 27 Prince Street, Elizabeth New Jersey 07208, who assigned its bld to Crown Real Estate Holdings, Inc., 27 Prince Street, Elizabeth, New Jersey 07208 was by me sold by virtue of a good and subsisting execution, as is therein recited, that the money ordered to be made has not been, to my knowledge or belief, paid or satisfied; that the time and place of the sale of said land and real estate was by me duly advertised as required by law, and that the same was cried off and sold to a bona fide purchaser for the best price that could be obtained.

  
Frank J. Provenzano, Sr., Sheriff

Sworn before me, An Attorney at Law of New Jersey, on this Twenty-First day of June in the year of our Lord, Two Thousand and Eighteen. And I do certify that I have examined the above deed mentioned, and do approve the same and order it to be recorded as a good and sufficient conveyance of the lands and real estate therein described.

  
William T. Cooper, III  
An Attorney at Law of New Jersey

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Sale No. 12979

**P E D**

Frank J. Provenzano, Sr.  
Sheriff of Somerset County  
To

Crown Real Estate Holdings, Inc.,  
27 Prince Street, Elizabeth,  
New Jersey 07208

Consideration                    \$1,000.00

Dated, Twenty-First day of June, 2018

Received in the Clerk's Office of the  
County of Somerset, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 201\_\_\_\_\_  
at \_\_\_\_\_ and recorded  
in Book \_\_\_\_\_ of Deeds for  
said County, Page \_\_\_\_\_

Clerk

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RTY-8 (Rev. 3-28)

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION  
(STATEMENT OF PRIOR MORTGAGE, LIENS OR ENCUMBRANCES)  
FOR  
SHERIFF'S DEEDS  
(c. 225, P.L. 1979)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended, and c. 225, P.L. 1979

STATE OF NEW JERSEY  
COUNTY OF Mercer

} ss.

FOR RECORDER'S USE ONLY  
Consideration \$ \_\_\_\_\_  
Realty Transfer Fee \$ \_\_\_\_\_  
Date \_\_\_\_\_ By \_\_\_\_\_

IMPORTANT NOTES:

This form is to be attached to all Sheriff's Deed not otherwise exempt pursuant to N.J.S.A. 46:15-10, when presented to the County Clerk or Register of Deeds for recording. One of the following blocks MUST be checked:

- NO PRIOR MORTGAGES OR LIENS ARE OUTSTANDING.  
 PRIOR MORTGAGE OR LIENS OUTSTANDING AND NOT EXTINGUISHING BY THE SALE ARE AS LISTED IN SECTION 2 BELOW.

(1) PARTY OR LEGAL REPRESENTATIVE

Crown Bank

(f/k/a/b)

Hill Wallack LLP

(Legal Representative of Plaintiff)

(Legal representative is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in transaction; a holder of power of attorney from Plaintiff.)

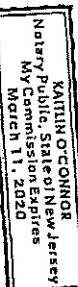
(2) CONSIDERATION

Deponent states that, with respect to deed hereto annexed, there follows the name or names of all mortgagees and other holders of encumbrances constituting "consideration" as defined in the act to which this act is a supplement (C. 46:15-3(e)), to which such sale shall be subject. Such prior mortgages, liens and encumbrances are as follows:

NAME OF SECURED PARTY	CURRENT AMOUNT DUE
None	\$ 0.00
TOTAL	\$ 0.00

NOTE: The amount of consideration on which the Realty Transfer Fee shall be calculated shall include both the total listed above and the amount bid at the sale as set forth in the Sheriff's Deed.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968, as amended, and c. 225, P.L. 1979.



Subscribed and sworn to before me

this 18th  
Day of July, 2018  
Kathleen O'Connor

AMOUNT BID AT  
SHERIFF SALE  
\$ 4,000.00

Name of Deponent Michael K. Johnson, Esq.  
Signature  
Address of Deponent  
21 Roselle Brook, Princeton, NJ 08543

FOR OFFICIAL USE ONLY  
This space for use of County Clerk or Register of Deeds  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Block \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE FOLLOWING PAGE.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL to be attached to Sheriff's Deed.  
COPY to be retained by Sheriff's Deed.

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Mark A. Roney, Esq./0012622001  
Michael Kahne, Esq./022031985  
HILL WALLACK LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, New Jersey 08543-5226  
(609) 924-0808  
Attorneys for Plaintiff,  
Crown Bank  
Our File No. 13530-194/fkm

Crown Bank,

Plaintiff,

vs.

J & C Capital, L.L.C., et al.,

Defendants.

Superior Court of New Jersey  
Chancery Division Somerset County  
General Equity

Docket No. F-002733-17

Civil Action

*Assignment of Bid*

FOR VALUE RECEIVED, Crown Bank, does by this presents, assigns, sets over and transfers unto Crown Real Estate Holdings, Inc. whose address is 27 Prince Street, Elizabeth, New Jersey 07208, all that certain bid made by it at a sale held on , 20 , of the premises known as 5 Harmony Road, 11 Harmony Road, 13 Harmony Road, 15 Harmony Road, 19 Harmony Road, and 25 Harmony Road, Warren, NJ 07059 conducted by Sheriff of Somerset County, to the aforesaid assignee.

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IN WITNESS WHEREFORE, the said Corporation for Plaintiff has caused this presents to be signed by its proper officers and cause its Corporate Seal to be affixed this 11 day of April  
2018

ATTEST:

Sec.

By:

Pres.

STATE OF :

:SS

COUNTY OF :

BE IT REMEMBERED that on this 11 day of April , 2018 before me the subscriber, personally appeared , who being by me sworn upon oath does depose and make proof to my satisfaction that he/she is the President of Crown Bank, Plaintiff herein, the party mentioned in the within Instrument, and the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the Corporation and the seal affixed to said Instrument is such Corporate Seal and was thereto affixed and said Instrument is signed and delivered by said President and for the voluntary will and deed of said Corporation and in the presence of the deponent thereupon he/she subscribed her/his name thereto as witness,

Sec.

Sworn to and subscribed  
before me this 11 day  
of April , 2018.

Notary Public

PEGGY ANN LANE  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2353577  
My Commission Expires Apr 13 2022

I hereby deputize

A Sheriff's Officer to  
serve the within process

Sheriff

022019

## **EXHIBIT B**

## **FORBEARANCE, USE AND OCCUPANCY AGREEMENT**

This Forbearance, Use and Occupancy Agreement (the “Agreement”) is made by Crown Bank (“Lender”) and Camp Harmony, Inc. (“Camp Harmony”), J & C Capital, L.L.C. (“J&C”), JJC Capital L.L.C. (“JJC”), School Realty, L.L.C. (“School Realty”), and Jerome P. Amedeo (“Amedeo”, and with Camp Harmony, J&C, JJC, and School Realty collectively referred to as the “Obligors”). Lender and the Obligors are collectively referred to as the “Parties” and this Agreement shall be effective as of the date it is signed.

**WHEREAS**, on or about August 6, 2014, Crown and Camp Harmony, J&C, JJC, and School Realty (collectively the “Borrowers”) entered into a Term Loan and Security Agreement (the “Agreement”) whereby Crown agreed to lend the principal sum of \$5,200,000.00 to the Borrowers (the “2014 Loan”); and

**WHEREAS**, in connection with the extension of the Loan, on or about August 6, 2014 the Borrowers, for good and valuable consideration, among other things, made and delivered to Crown a Commercial Mortgage Note in the original principal amount of Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00) (the “Mortgage Note”) and Amedeo provided an absolute and unconditional guaranty of the amounts due on the 2014 Loan; and

**WHEREAS**, to secure the Borrowers’ observance, payment and performance of their obligations under the 2014 Loan, on or about August 6, 2014, among other things, J&C, JJC, and School Realty (collectively referred to as the “Mortgagors”) each executed and delivered a separate Mortgage and Security Agreement (collectively referred to as the “Mortgages”) and a Commercial Assignment of Leases and Rents (collectively referred to as the “Assignments of Rents”) in favor of Crown which were recorded against certain real property owned by the Mortgagors and located at 5 Harmony Road, 11 Harmony Road, 13 Harmony Road, 15 Harmony Road, and 25 Harmony Road, Warren, New Jersey 07059 (collectively referred to as the “Mortgaged Property”); and

**WHEREAS**, on or about December 14, 2015, Crown, Camp Harmony, and School Realty entered into a Loan Agreement (the “\$50,000 Loan Agreement”) whereby Crown agreed to lend the principal sum of \$50,000.00 to Camp Harmony and School Realty (the “\$50,000 Loan”) and Crown, Camp Harmony, and School Realty entered into a Loan Agreement (the “\$200,000 Loan Agreement”) whereby Crown agreed to lend the principal sum of \$200,000.00 to Camp Harmony and School Realty (the “\$200,000 Loan”); and

**WHEREAS**, the Parties executed various agreements and instruments evidencing the Obligors’ liabilities to Crown under the \$50,000 Loan and \$200,000 Loan; and

**WHEREAS**, the Obligors defaulted on their obligations under the 2014 Loan, the \$50,000 Loan, and the \$200,000 Loan resulting in Crown initiating: (a) a lawsuit in the Superior Court of New Jersey entitled Crown Bank v. Camp Harmony, Inc., et al, Law Division, Somerset County, Docket No. SOM-L-108-17 (the “Law Division Action”) and (b) a foreclosure action in the Superior Court of New Jersey entitled Crown Bank v. Camp Harmony, Inc., et al, Law Division, Somerset County, Docket No. F-002733-17 (the “Foreclosure Action”); and

WHEREAS, judgment was entered in the Law Division Action against the Obligors on September 15, 2017 in the aggregate amount of \$5,866,023.94 as of July 31, 2017, plus interest (the “Law Division Judgment”) and Final Judgment in the amount of \$5,569,595.77 as of July 31, 2017, plus interest and costs was entered on December 20, 2017 in the Foreclosure Action (the “Final Judgment”); and

WHEREAS, a Sheriff’s Sale of the Mortgaged Property is currently scheduled for Tuesday, May 15, 2018 (the “Sale”), and the Obligors have utilized their two statutory adjournments of the Sale; and

WHEREAS, in order to avoid the further expenditure of their resources and for purposes of finality, the Parties desire to amicably set a schedule relating to the Sale and any subsequent ejectment proceedings relating to the Obligors and the Mortgaged Property, and to memorialize their agreement in this writing herein; and,

NOW, THEREFORE, for good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the parties hereto agree as follows:

1. **Forbearance From Ejectment Only.** Subject to the Obligors’ compliance with the following terms and conditions, and so long as there is no Event of Default under this Agreement, and the Lender is the successful bidder for the Mortgaged Property at the Sale, Lender agrees to forbear only from ejecting the Obligors and any related parties from the Mortgaged Property, through and including September 30, 2018 (the “Forbearance Period”):

a. Upon execution and delivery of this Agreement to Lender, Obligors will: (i) make a payment to Lender in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00), in immediately available funds, via wire transfer, simultaneously with the execution and delivery of this Agreement to Lender, plus one-twelfth (1/12<sup>th</sup>) of the annual real estate taxes, and assessments associated with the Mortgaged Property (the “Initial Forbearance Payment”); and (ii) provide Lender with satisfactory written proof of current insurance relating to their business operations at the Mortgaged Property for amounts of coverage for personal injuries, property damage, workmen’s compensation arising out of or relating to the Obligors’ business operations at the Mortgaged Property. The Initial Forbearance Payment represents the monthly forbearance payment due for May 2018 under this Agreement and a security deposit equal to one month’s forbearance payment.

b. Within five (5) business days of the Sale, Obligors shall provide satisfactory written proof that Lender or its assignee/designee is listed as “loss payee” on all insurance policies relating to the Obligors’ business operations at the Mortgaged Property, including, but not limited to, general liability policies, automobile policies, and workmen’s compensation in such amounts as Crown may reasonably require. During the Forbearance Period Obligors shall continuously maintain all presently existing insurance policies in an amount acceptable to the Lender or its assignee/designee, including mutually agreeable “tail” coverage, if applicable. The Obligors shall notify their insurance company that Crown or its assignee as it designates will be the owner of the Mortgaged Property upon receipt of the Sheriff’s Deed.

c. It is agreed to and understood by the Parties hereto that the relationship between Lender and Obligors will at all times during the Forbearance Period be that of creditor and Debtor, and under no circumstances shall the relationship be construed as creating a partnership or joint venture.

d. Beginning on June 15<sup>th</sup> 2018, and then on July 15<sup>th</sup> 2018, August 15<sup>th</sup> 2018, and September 15<sup>th</sup> 2018, **TIME OF THE ESSENCE WITH NO GRACE PERIOD**, the Obligors shall make a payment to Lender in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), in immediately available funds, via wire transfer, simultaneously with the execution and delivery of this Agreement to Lender, plus one-twelfth (1/12<sup>th</sup>) of the annual real estate taxes, and assessments associated with the Mortgaged Property (the "Monthly Forbearance Payments").

e. Provided that no Event of Default occurs under this Agreement, and Lender is the successful bidder at the Sale and receives the Sheriff's Deed for the Mortgaged Property, Lender agrees to forbear from scheduling an ejection of the Obligors from the Property until after September 30, 2018; provided however that Lender may obtain and submit such documents necessary to schedule an ejection so long as any date which the Sheriff of Somerset County may schedule for an ejection is adjourned so that it does not occur on or before September 30, 2018.

f. Nothing herein shall prevent the Sale of the Mortgaged Property and the Obligors expressly acknowledge and agree that Crown may proceed with the Sale and that this Agreement shall have no force and effect unless Crown is the successful bidder at the Sale and receives a Sheriff's Deed for the Mortgaged Property. In the event that a third-party is the successful bidder at the Sale, Crown shall have no obligation to prevent any ejection proceedings or otherwise act on the Obligors' behalf to enforce this Agreement and the Initial Forbearance Payment shall be used as a credit against the amount owed by the Obligors. Moreover, nothing herein shall be deemed a waiver of Crown's rights and remedies under the loan documents for the 2014 Loan, the \$50,000 Loan, and the \$200,000 Loan and at law and equity.

g. Obligors acknowledge and agree that the execution of this Agreement does not create a landlord/tenant relationship between the Parties. The Parties agree that no such relationship is intended or contemplated by the execution of this Agreement.

h. Obligors stipulate to the extent, validity, and priority of the Mortgages and related documents recorded against the Mortgaged Property and all other agreements or instruments they executed and delivered to Crown relating to the 2014, Loan, the \$50,000 Loan and the \$200,000 Loan.

i. Obligors further stipulate, acknowledge, and confirm that: (i) they do not have any legitimate claims against Lender or defenses to the enforcement of the Law Division Judgment, the Final Judgment, or any of the agreements or instruments executed in connection with the 2014, Loan, the \$50,000 Loan and the \$200,000 Loan; and, (ii) they have no statutory or other basis to object to or delay the Sale, delivery of a Sheriff's Deed, or ejection or eviction proceeding relating to the Mortgaged Property.

j. Obligors waive any and all rights they may have, now or in the future to stay, delay, file an objection to or otherwise interfere with the Sale and/or dispute, delay, or interfere with the delivery of a Sheriff's Deed to Lender or any proceedings to eject or evict any of the Obligors, or any other party in possession of the Property, upon the occurrence of an Event of Default under this Agreement, as defined in Section 4, below.

2. **Condition of the Mortgaged Property; Inspections.** Obligors shall maintain the Mortgaged Property in its current condition and shall not remove, alter, disable, damage or otherwise render inoperable any equipment, fixtures, or personal property utilized in connection with the business operations at the Mortgaged Property. Obligors shall permit Lender reasonable access to the Mortgaged Property to conduct inspections of same, which inspections will be conducted during normal business hours on no less than 24 hours notice. On or before the expiration of the Forbearance Period, Obligors shall turnover all keys, security codes, and other information to Lender relating to the Mortgaged Property so as to provide Lender access to the entirety of the Mortgaged Property. The Obligors shall, by September 30, 2018, notify Crown or assignee that they have vacated the Mortgaged Property. Obligors shall not remove, secret, or sell any equipment, fixtures, or personal property subject to Lender's security interest unless prior, written approval of Lender is received.

3. **No Residential Tenants.** Obligors acknowledge and agree that they are not "tenants" as that term is defined in the New Jersey Tenant Anti-Eviction Act, N.J.S.A. 2A:18-61.1, et seq. (the "Act"). Obligors further acknowledge and agree that there are no third-parties who are "tenants" as defined in the Act. To the extent that Amedeo is a tenant under the Act, he hereby waives and relinquish any and all rights that he, and any person claiming through him, may have under the Act. Obligors shall be responsible for any and all of Lender's attorneys' fees and costs relating to or arising out of any proceeding or efforts to evict and/or eject the Obligors or any third-party from the Mortgaged Property in the event they remain in possession after September 30, 2018 or the occurrence of an Event of Default.

4. **Default and Lender's Remedy.**

a. Obligors will be in default under this Agreement (an "Event of Default") if: (i) they fail to make any payments under this Agreement, including the Monthly Forbearance Payments; (ii) they fail to comply with any covenant or obligation set forth in this Agreement or the agreements or instruments they executed and delivered to Crown relating to the 2014 Loan, the \$50,000 Loan, or the \$200,000 Loan; (iii) any representations set forth in this Agreement are false or intentionally inaccurate; and/or (iv) they contest the validity of the Law Division Judgment, Final Judgment, or this Agreement, provided, however, that nothing herein shall be deemed a waiver of the Obligors' rights to challenge Lender's claim that a subsequent Event of Default has occurred under this Agreement.

b. Without notice of any kind, upon the occurrence of an Event of Default, Lender may: (i) schedule an ejection of the Obligors prior to the expiration of the Forbearance Period; (ii) exercise any and all other remedies available to it under agreements or instruments they executed and delivered to Crown relating to the 2014 Loan, the \$50,000 Loan, and the \$200,000 Loan, the Law Division Judgment, the Final Judgment, or this Agreement; and, (iii) exercise any other right or remedy available at law or in equity.

c. Upon the occurrence of an Event of Default, Obligors agree that they are liable to Lender for all costs and expenses arising out of or relating to the preparation of this Agreement, the enforcement of this Agreement, or any other actions taken by Lender relating to this Agreement, the Law Division Judgment, or the Final Judgment, including Lender's attorneys' fees and costs.

5. **Release of Lender.** Upon the execution of this Agreement, and for other good and satisfactory consideration, which is acknowledged, Obligors, for themselves, their successors and assigns or heirs, hereby remise, release and discharge Lender, its directors, officers, parents, subsidiaries, employees, professionals, attorneys, administrators and assigns, of and from any and all claims, causes of action, complaints, suits, debts, liens, judgments, obligations, liabilities, demands, losses, damages, costs and expenses (including attorneys' fees and expenses) of any kind, character or nature whatsoever, whether based in law or in equity, on federal, state, local, foreign, statutory or common law, or any other law, rule or regulation, or whether class, individual, derivative or direct, accrued or unaccrued, asserted or unasserted, known or unknown, concealed or hidden, foreseen or unforeseen, matured or not matured, fixed or contingent, whether direct or indirect, for indemnity, reimbursement, or contribution, that existed or may have existed from the beginning of time to the date of this Agreement that arose in connection with or relate in any way to the agreements or instruments they executed and delivered to Lender relating to the 2014 Loan, the \$50,000 Loan, the \$200,000 Loan, the Law Division Action, the Foreclosure Action, the Law Division Judgment, the Final Judgment, and this Agreement, including but not limited to all claims or defenses that were or could have been asserted by the Obligors in the Law Division Action, the Foreclosure Action, or other proceeding of any kind (the "Claims and Defenses").

6. **Entire Agreement; No Amendments Unless In Writing.** It is further understood and agreed that this is the complete agreement between the Parties regarding the subject matter of this Agreement, and that there are no written or oral understandings, agreements, or representations directly or indirectly connected with this Agreement that are not expressly incorporated herein. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of Lender.

7. **Voluntary Agreement.** Obligors hereby declare, covenant, and agree that they have been advised of their rights to review the terms and conditions of this Agreement with an attorney before executing same and the Obligors had the opportunity to review this Agreement with their attorney before executing same. The Obligors voluntarily accept the terms and conditions herein, and the consideration described in this Agreement for the purpose of making a full and final compromise, adjustment, and settlement of the matters described in this Agreement.

8. **Interpretation.** Nothing in this Agreement shall be construed in favor of one party against another party. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the party or parties referred to may require.

9. **Authority.** Each individual who signs this Agreement represents, acknowledges, and warrants on their behalf that they have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

10. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to principles of conflicts of laws. To the extent any provisions of any other state or federal law are inconsistent with the provisions of this Agreement, the Parties acknowledge and agree that New Jersey law shall control and the general releases given herein are meant to have the most expansive interpretation permitted by New Jersey law.

11. **Jurisdiction and Venue.** The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate federal or state court, located in the state of New.

12. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY WAIVE TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND CONFIRMS THAT THEY HAVE ENTERED INTO THIS AGREEMENT AND THE WAIVERS SET FORTH HEREIN ON A KNOWING AND VOLUNTARY BASIS.

13. **Severability.** Any provision of this Agreement that is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

14. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties, and shall run to the benefit Crown's assignee of the successful bid for the Mortgaged Property at the Sale. The Parties acknowledge that if Crown is the successful bidder at the Sale, it will be assigning its bid to Crown Real Estate Holdings, Inc. This Agreement cannot be assigned by the Obligors with Crown's prior written consent.

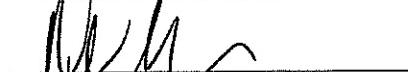
15. **No Waiver.** The obligations of Lender hereunder shall not prejudice or act as a waiver of Lender's right to enforce any such right or remedy provided for in this Agreement, under the Final Judgment, the Law Division Judgment, the 2014 Loan, the \$50,000 Loan, or the \$200,000 Loan unless expressly set forth herein or expressly waived in writing signed by a duly authorized officer of Lender.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same Agreement. The executed signature pages from each actual, telecopied, or PDF counterpart may be joined together and attached together and shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

WITNESS/ATTEST:



CROWN BANK

By: SANTOS RODRIGUEZ  
Name: CFO  
Title: CFO

WITNESS:

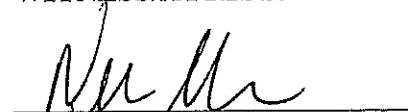
CAMP HARMONY, INC.



By: Jason Lewis  
Name:  
Title:

WITNESS/ATTEST:

J & C CAPITAL, L.L.C.



By: Jason Lewis  
Name:  
Title:

WITNESS/ATTEST:

JJC CAPITAL, L.L.C.



By: Jason Lewis  
Name:  
Title:

WITNESS/ATTEST:

SCHOOL REALTY, L.L.C.



By: Jason Lewis  
Name:  
Title:

WITNESS/ATTEST:



By: JEROME P. AMEDEO  
Name:  
Title:

STATE OF NJ )  
COUNTY OF SOMERSET ) :SS:

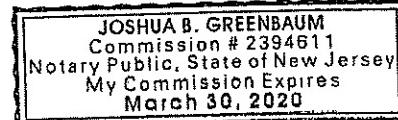
I certify that on this 16 day of May, 2018, personally appeared before me,  
J. Amador, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a Officer of Camp Harmony, Inc., the entity named in this document;
- (b) this person has the full authority to sign and deliver this document on behalf of Camp Harmony, Inc., and;
- (c) this document was signed and delivered by Camp Harmony, Inc. as its voluntary act duly authorized by Camp Harmony, Inc.

  
NOTARY PUBLIC

My commission expires on

                , 201      



STATE OF NJ )  
COUNTY OF SOMERSET ) :SS:

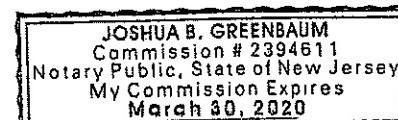
I certify that on this 16 day of May, 2018, personally appeared before me,  
J. Amador, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a Officer of J & C Capital, L.L.C., the entity named in this document;
- (b) this person has the full authority to sign and deliver this document on behalf of J & C Capital, L.L.C., and;
- (c) this document was signed and delivered by J & C Capital, L.L.C. as its voluntary act duly authorized by J & C Capital, L.L.C.

  
NOTARY PUBLIC

My commission expires on

                , 201      



STATE OF NJ )  
COUNTY OF SOMERSET ) :SS:

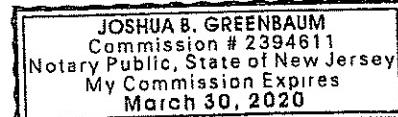
I certify that on this 16 day of May, 2018, personally appeared before me,  
J. AMODEO, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a Officer of JJC Capital, L.L.C., the entity named in this document;
- (b) this person has the full authority to sign and deliver this document on behalf of JJC Capital, L.L.C., and;
- (c) this document was signed and delivered by JJC Capital, L.L.C. as its voluntary act duly authorized by JJC Capital, L.L.C.

  
NOTARY PUBLIC

My commission expires on

\_\_\_\_\_, 201\_\_\_\_



STATE OF NJ )  
COUNTY OF SOMERSET ) :SS:

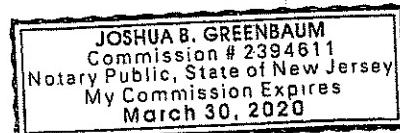
J. AMODEO I certify that on this 16 day of May, 2018, personally appeared before me,  
and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is a Officer of School Realty, L.L.C., the entity named in this document;
- (b) this person has the full authority to sign and deliver this document on behalf of School Realty, L.L.C., and;
- (c) this document was signed and delivered by School Realty, L.L.C. as its voluntary act duly authorized by School Realty, L.L.C.

  
NOTARY PUBLIC

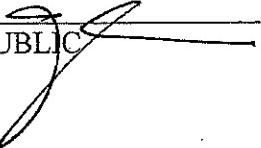
My commission expires on

\_\_\_\_\_, 201\_\_\_\_

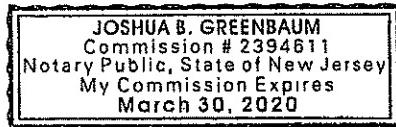


STATE OF NJ )  
COUNTY OF Somerset ) :SS:

I certify that, on this 11 day of May 2018, personally appeared before me, Jerome P. Amedeo ~~Diamond~~ personally known to me, or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  


My commission expires on  
\_\_\_\_\_, 201\_\_\_\_



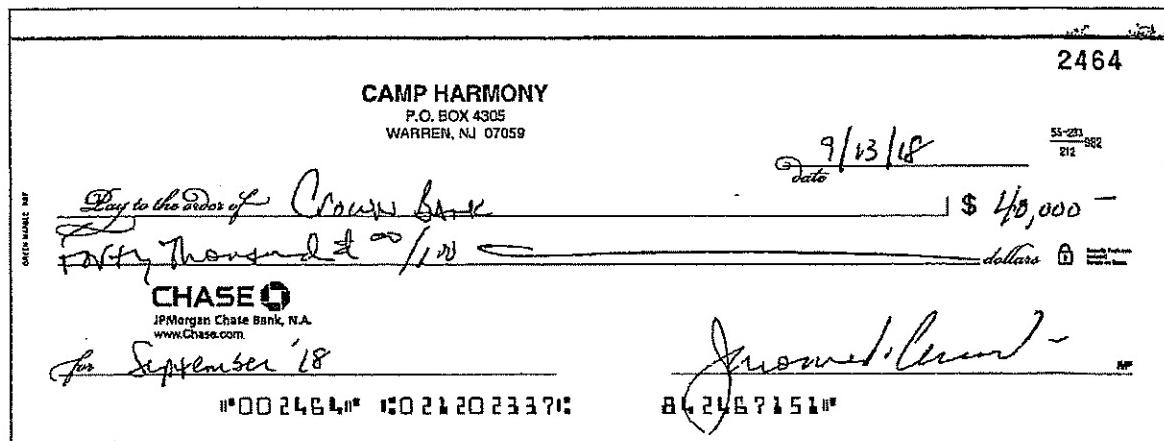
## **EXHIBIT C**

# CHASE for BUSINESS

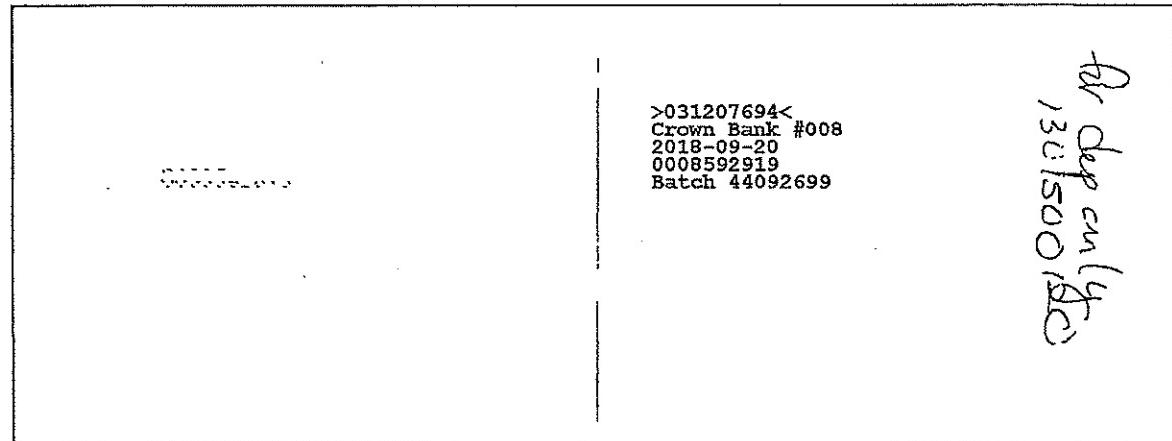
Printed from Chase for Business

## Check

Front



Back



Post date	Check #	Check amount
Sep 20, 2018	2464	\$40,000.00

## **EXHIBIT D**

Lease Agreement

This Lease Agreement (The "Lease made May 1, 2015 between Crown Real Estate Holdings INC The "Landlord", located at 27 Prince Street, Elizabeth NJ 07208 -and-Camp Harmony, Inc, J&C Capital, LLC, JJC Capital, LLC, School Realty, LLC & Jerome P Amadeo the tenant, located at 25 Harmony Rd., Warren, NJ 07059

Lease Data

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Rental Space (see Par. 1): 11-13,15, 19, 25 & 5 Harmony Rd., Warren, NJ 07059

---

Use of Rental Space (See Par. 3): Tenant will use property as School/ Summer Camp/

Lease Term (See Par. 2 & 27)	Ten (10) years, plus two (2) ten (10) year optional extensions
Commencement Date (See Par.2)	08/15/2018
Expiration Date (See Par. 2)	07/15/2028
<hr/>	

Total Rent for Lease Term (See Par. 4)

Rent- Monthly Installments (See Par.4)

1<sup>st</sup> -yr

October	\$40,000
November	\$40,000
December	\$40,000
January	\$60,000
February	\$60,000
March	\$60,000
April	\$50,000
May	\$50,000
June	\$50,000
July	\$50,000
August	\$50,000
September	\$50,000

5% increase every year after the 1<sup>st</sup> year

---

Additional Rent Percentage for all Pro Rate Charges (See Par.5)

---

Taxes for Premises for Year (year) (See Par.5) as per Township of Warren RE Tax records

---

Insurance \$1,000,000 each occurrence General Liability Insurance , \$5,000,000 General Aggregate coverage is required (see Par.5)

---

Security (see Par.4h) \$50,000.000

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Real Estate Broker: NONE

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<u>Paragraph:</u>	<u>Title:</u>	<u>Page No.</u>
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1. Rental Space. The Landlord leases to the Tenant and the Tenant rents from the Landlord, in accordance with the provisions of the leases, the Rental Space described on page 1 land and buildings thereon known as (the "Premises"),

2. Term of Lease. The Lease Term set forth on page 1 will be for the number of years set forth on page 1 and will commence of the Commencement Date set forth on Page 1 and end at noon on the Expiration Date set forth on page 1

The landlord will not be liable to the tenant for the failing to give the tenant possession of the Rental Space on the Commencement Date because the Rental Space is not ready for occupancy, the prior tenant is wrongfully holding over, any other party is wrongfully in possession of the Rental Space, or for any other reason. In any event, the Lease Term will not commence until possession of the rental Space is made available for the tenant.

It is understood and agreed that this lease shall be binding and in full force and effect only when both Landlord and Tenant execute and exchange leases and the Tenant pays the first month<sup>1</sup>'s rent and security. If the rent and security is not paid on 24 hours oral notice, then this lease shall be null and void.

3. Use of Rental Space. Use of Space to be used as set forth on page 1.

(a). Tenant's Representation. The Tenant will use and occupy the Rental Space for no purpose other than as set forth on page 1.

(b). Unlawful Disreputable or Extra Hazardous Use. The Tenant will not occupy or use any part of the Rental Space or pennior or suffer the Rental Space to be occupied or used for any purpose other than as provided above or for purpose deemed by the Landlord to be unlawful, disreputable, or extra hazardous or in violation of the certificate of occupancy affecting the Rental Space

4. Rent.

(a) Fixed Net Rate. The Tenant will pay the Landlord the Fixed Net Rent set forth on page 1, in the equal Monthly Installments set forth on page 1, and as per attached hereto on the fifteenth day of each month in advance, with the exception that the first Monthly Installment will be paid upon execution and delivery of the Lease

(b) Additional Rent. The Tenant will pay the Landlord, as additional rent (the "Additional Rent of money on the Tenant's part to be paid pursuant to the provisions of the Lease.

(c) No Setoff; Application and Effect of Payment of Rent.

(i) No Setoff. The Tenant will pay the Landlord the Fixed Rent and Additional Rent without abatement, deductions, or setoff, irrespective of any claim that the Tenant may have against the Landlord; and this provision is independent of any of the provisions of the Lease.

(ii) Application and Effect of Payment. No payment by the Tenant or receipt by the landlord of an amount less than the Fixed Rent or the Additional Rent will be deemed anything other than a payment on an account of the earliest Fixed Rent or Additional Rent due from the Tenant. No endorsements or statements on any check, or any letter accompanying any check for payment of Fixed

Rent or Additional Rent will be deemed an accord and satisfaction by the Landlord, and the Landlord may accept any payment from the Tenant, without prejudice to the Landlord's right to pursue any right or remedy provided to the Landlord under Lease or by Law.

(d) Late Charge. If the Tenant fails to pay any Monthly Installment of Fixed Rent or any Additional Rent within Five (5) days of its due date, the Tenant will pay the landlord, as Additional Rent, a late charge of 10% per month of such sum.

(e) Reimbursement of Landlord's Expenses in Enforcing Lease. If the Tenant fails to perform any obligation of the Tenant pursuant to the lease, the Landlord may, but without the obligation to do so, perform such obligation at the expense of the Tenant, and the Tenant will reimburse the Landlord for the expense, as Additional Rent, within five (5) days of the Landlord's demand.

(f) Landlord's Legal Expenses in Enforcing Lease. The Tenant will, within five (5) days of demand by the Landlord, reimburse the Landlord, as Additional Rent, for all reasonable attorneys fees and costs incurred by the Landlord in enforcing the Tenant's obligations under the Lease.

(g) Place of Payment of Rent. The Fixed Rent and Additional Rent will be paid by the Tenant to the landlord at 27 prince Street, Elizabeth NJ 07208, or at such other places as the Landlord may notify the Tenant.

(h) Security. The Tenant has deposited with the Landlord, the security set forth on page 1, as security for the full and faithful performance by the tenant of the Tenant's obligations under the lease or any renewal of the lease term.

The Security will be returned to the tenant without interest, only after the expiration date set forth on page 1, or if the lease is renewed, only after the expiration date of the renewal of the lease term, provided that the tenant has fully and faithfully performed all of the provisions of the lease applicable to the tenant and delivered possession of the rental space to the landlord.

The Landlord may, If the landlord so elects, have recourse to the security to make good any default by the Tenant for an expense which the Landlord may incur by reason of the tenants default, in which even the tenant will, within five (5) days of demand of Landlord, restore the security to its full amount. The failure of the Tenant to restore the security to its full amount will entitle the landlord to the same rights and remedies the Landlord has for non-payment of the Fixed Rent by the Tenant.

If the Landlord's interest in the Rental space if sold or transferred, the Landlord will assign the security to the transferee, in which event, the transferee will be obligated for the repayment of the security to the Tenant and the Tenant releases Landlord of the obligation to return the Security. The forgoing provisions will be applicable to every sale of transfer of title to the Rental Space.

5. Additional Rent for Rental Space Based Upon Real Estate Taxes and Multi-Peril Insurance Premiums.

(a) Additional Rent for Real Estate Taxes. The Tenant shall pay the Landlord, as Additional

Rent, real estate taxes monthly.

(b) Additional Rent for Insurance. The Tenant shall pay the Landlord, as Additional Rent, insurance as set forth on page 1.

6. Assessments. The tenant will pay the Landlord, as Additional Rent, within thirty (30) days of demand by the Landlord, The Tenant's "share" of any assessments for improvements assessed and levied against the Premises during the Lease Term by the municipality in which premises is located or imposed by any other governmental authority having jurisdiction over the premises. The Tenant's "pro rata share" will be equal to the total assessment times a fraction, the numerator of which will be the number of square feet of the Rental Space, and the denominator of which will be the number of square feet of the premises. The computation above shall not be made applicable if the assessment is a result of work performed solely for the benefit of the Tenant.

7. Insurance.

(a) Liability Insurance. The Tenant will, at the Tenant's own expense, obtain and keep in force, general public liability insurance with an insurance company and through an insurance broker acceptable to the Landlord, insuring the Landlord and, Tenant individually and doing business as Camp Harmony and The Orchard Academy, against liability or claims liability for bodily injury, death or property damage, arising out of, occasioned by or resulting from any accident or any other occurrence in or about the Rental Space, including any sidewalks, parking areas or driveways adjoining the building or which the Rental Space is part. The insurance will provide coverage in at least the amount set forth on page 1 . The Landlord may increase the limits of the insurance coverage from time to time if circumstances at the time reasonably warrant in increase, upon notice to the tenant, and the Tenant will promptly supply such increased coverage.

The Insurance policies will state that the Insurance Company cannot cancel or refuse to renew the policy without at least twenty (20) days prior written notice to the Landlord.

The Tenant will deliver the original insurance policy or policies to the landlord, together with evidence of payment of the premium; on or before the Commencement Date. The Tenant will deliver a renewal policy to the landlord, together with proof of payment of the premium, not less than fifteen (15) days before the expiration date of each policy.

The Tenant shall pay the full insurance premium and list Crown Real Estate Holdings, Inc. as the Landlord.

(b) Unavailability of Fire Insurance; rate Increases.

If, due to the Tenant's use of the Rental Space, the Landlord cannot obtain and keep in force fire insurance coverage for the Rental Space or the building of which the Rental Space is part, in an amount acceptable to the Landlord, the Landlord may terminate the Lease on sixty (60) days prior notice to the Tenant.

If, Due to the Tenant's use of Rental Space, the Landlord's Insurance Premiums for the premises is increased, the tenant will pay the increased premium to the Landlord, as additional Rent, upon demand. It is understood and agreed that any increase in premiums due to premiums due to other tenant's shall not cause and increase in tenant's premium payments.

(c) Waiver of Subrogation. The Tenant releases the Landlord from any liability arising out of a loss covered by any Insurance Policy, or other similar type of insurance, insuring the Tenant's property at the Rental Space. The Tenant will, on or before Commencement Date and on or before the renewal dates of each policy of insurance, furnish the Landlord with a certificate from each insurance carrier waiving the insurance carrier's right of subrogation.

**8. Utilities.**

(a) Heat Supplied by Tenant. The Tenant will, at the Tenant's expense, provide the Rental Space with heat during the hating season and shall maintain ample heat to prevent freezing of pipes/

(b) Other Services Supplied by the Tenant. The Tenant will, at the Tenant's own expense, pay for all electric, gas, sprinkler systems standby water, water and sewer charges, snow removal for roadways and sidewalks adjoin the building of which the Rental Space is a part and the walkways leading to Rental Space, any other utilities required or used by the Tenant at the Rental Space during the Lease Term. Any of the above items billed to the Landlord shall be billed pro rata to tenant based on its percentage of space occupied. Items currently billed to Landlord are

1. Sanitation water
2. Sprinkler standby water
3. Snow Removal
4. Sweeping, cleaning and landscaping service for all common land area
5. Common area maintenance and common are electricity
6. Weed Control
7. A.D.T
8. A.D.T telephone
9. Electric and Gas

\*In case there is no Electric or Gas meter in location, you will be prorated by the square footage usage.  
Deposit for prorated Gas and Electric might be required as a down payment for Utilities.

If the Tenant requires a utility service in excess of the capacity of the utility service at the Rental Space, the Tenant will, at its own expense, subject the first obtaining the written consent of the Landlord, install such additional utility service.

9. Condition, Repair, Maintenance and Care of Rental Space.

(a) Condition of Rental Space Upon Commencement of the Lease.

The Tenant has inspected the Rental Space and the Industrial Center prior to entering into the Lease and accepts the Rental Space "as is", except as specified elsewhere herein, and enters into the Lease without any representation on the part of the Landlord or any representative, agent or employee of the Landlord as to the condition of the Rental Space and the Premises, or the rents, lease, expenses of operation or any other matter or thing affecting or relating to the Rental Space or the Premises, including without limitation, the indoor air quality of the rental space, except as expressly set forth in the lease. No rights, easements, or licenses are acquired by the Tenant by implication or otherwise, except as expressly set forth in the Lease. The premises shall be vacant, in broom clean condition, and free of debris at the commencement of the lease.

(b) Tenant's Obligation to Repair, Maintain and care for the Rental Space.

The Tenant will, at the Tenant's own expense, take good care of the Rental Space, including without limitation, the personal and overhead doors, windows, fixtures, equipment, systems, alterations, additions and improvements, annexed to forming part of the Rental Space, and make all repairs and replacements to them, including painting, and keep them in a good condition and state of repair. The tenant will also, at the tenants own expense, keep and maintain the exterior of demised premises i.e dock area, premises entrance and interior of the Rental Space in clean condition, free from debris, refuse, vermin and insects. No outside storage of materials or pallets shall be permitted at any time. Tenant shall maintain at least 45 degrees temperature to prevent freezing pipes. At the expiration or sooner termination of the Lease Term, the Tenant will deliver the exterior and interior of the Rental Space broom clean and in good condition, and state of repair, wear and tear from reasonable use excepted.

(c) Damage Caused by Tenant. In the case of any damage to the Rental Space or the Premises, caused by any act of omission of the Tenant, or the agents, representatives, employees or invitees of the Tenant, the Tenant will, at the Tenant's own expense, promptly repair the damage

(d) No Obstruction to Sidewalks, Driveways, Parking Areas and Yards.

The Tenant will keep the sidewalks and driveway adjoining the building of which the Rental Space is a part and the entrances, hallways, and stairs of the building of which the Rental Space is a part, clean and free from pallets, trash, debris, snow, ice and weeds

Landlord shall give Tenant 24 hour faxed or written notice to remove pallets, debris, equipment, non-operation or abandoned vehicles, production materials, finished or unfinished products from any exterior area of demise premises, to include loading docks, common area, parking lots, lawn areas, sidewalks and driveways

If Tenant fails to remove noticed items, said items will be removed by Landlord at Tenant's cost

and expense for labor, trucking and dumping fees. The cost and expense will be billed and will be due and payable on the first of the next month. Failure to pay will be a default in Lease and a cause for termination thereof.

(e) The Tenants Negative Covenants. The Tenant will not injure, deface, permit waste or otherwise harm all or any part of the Rental Space, permit any public or private nuisance at the Rental pace, keep anything in the Rental Space which is flammable, dangerous or explosive, or which might increase the risk of damage by fire or other casualty, permit the omission of any objectional noise or odor from the rental Space, use the electric, plumbing and other systems in the Rental Space in an unsafe manner, or use more electricity than the wiring or feeders to the Rental Space can safely carry.

10. Tenant Compliance with Laws, I.S.R.A, and Rules and Regulations.

(a) Tenant's Compliance with laws. The Tenant will, at the Tenant's own expense, promptly comply with all laws, orders, ordinances, procurement of permits required by law, to include air pollution and storm weather permits and regulations of all federal, state, county and municipal authorities having jurisdiction over the Industrial Center ( the "laws") and with any directive made pursuant to the laws of any public office or officer, and the requirements of any insurance carrier insuring the Rental Space or the Landlord, the New Jersey Board of Fire Underwriters or the New Jersey Insurance Exchange.

(b) Tenant's Compliance with Industrial Site Recovery Act.

The Tenant will, at the Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1k-6 et seq.(the "Act") and all regulations promulgated pursuant to the Act. The Tenant will, at the Tenant's own expense, provide all information requested by the Landlord for the preparation of submissions, declarations, reports and plans pursuant to the Act. If the New Jersey Department of Environmental Protection determines that a cleanup plan be prepared and that a cleanup be undertaken because of any spills or discharges of hazardous substances or wastes at or in or about the Rental Space or the building in which the Rental Space is a part, or the Industrial Center, resulting from the Tenant's use and occupancy at the Rental Space, then the Tenant will, at the Tenant's own expense, prepare and submit the required plans to carry out the approved plans.

The Tenant will indemnify, defend and save the Landlord harmless from and against any and all fines, suites, procedures, penalties, claims, actions, liabilities, losses and cost of any kind, including without limitation, attorney's fees, arising out of, or in any way connected with any spills or discharges of hazardous substances or wastes at, in or about the Rental Space or the building or which the Rental Space is a part, or the Premises, which are caused by or resulting from the Tenant's use and occupancy.

(c) Continuing Obligations of Tenant. The Tenant's obligations pursuant to this paragraph 10 will continue irrespective of the Lease Term for so long as the Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the Rental or the building of which the Rental Space is a part or the Premises, relating to the Tenant's use and occupancy of the Rental

Space.

(d) Notice of Violations. If the Tenant receives a notice of any violation of any of the present or future laws, applicable to the Rental Space or the Tenant's use and occupancy of the Rental Space, the Tenant must give prompt notice of it to the landlord.

(e) Survival. The provisions of this paragraph will survive the expiration or sooner termination of the lease.

11. Sprinkler System. If the Premises has a sprinkler system for the demised premises. It is understood and agreed that Landlord will maintain sprinkler system. Tenant to be responsible for any damage to the pipes or freezing of the sprinkler pipe system caused by tenant, its employees or its guest. Tenant to maintain heat to prevent freezing of sprinkler system.

12. Alterations, Additions and Improvements.

(a) No alterations, Additions and Improvements to the Property of the Landlord. No alterations, additions, or improvements will be made by the Tenant to the Rental Space without the Landlords prior written consent.

(b) Alterations, Additions and Improvements to the Property of the Landlord

All alterations, additions, and improvements installed by the Tenant in the Rental Space Will immediately become the sole property of the Landlord. However, the Tenant will, at the Tenant's own expense, upon demand of the landlord, remove any alteration, addition, or improvements prior to the expiration or sooner termination of the Lease Term, and restore the Rental Space to it original condition. Nothing in this paragraph will obligate the Landlord to consent to any alteration, addition, or improvement requested by the Tenant.

13. Mechanics' Liens. The tenant will not permit any mechanics' lien or other lien to be filed against the Rental Space or the building of which the Rental Space is part, or Industrial Center. If any mechanics' lien or other claim is filed, the Tenant will, at the Tenant's own expense, have it promptly removed.

14. No Right of Tenant to assign or Sublet. The tenant will not do any of the following without the Landlord's prior consent: (a) assign the Lease (if the Tenant is a corporation, then the sale of the majority of its shares will be treated as an assignment); (b) sublet all or any part of the Rental Space; or (c) permit any other person or business to use the Rental Space. Said written consent shall not be unreasonably withheld. In the event of a sublet, sublease or assignment of Lease, any increase in rent above sum due Landlord will inure to benefit of Landlord and not the Tenant.

15. Fire and other Casualty.

(a) Notice from Tenant. The tenant will notify the Landlord at once of any fire or other casualty at the Rental Space

(b) Partial Damage. If the Rental Space is partially damaged by fire or other casualty, the

Landlord will repair it within a reasonable time, and the Tenant will continue to be obligated to pay Fixed Rent and Additional Rent.

(c) Material Damage. If the rental space or the building of which the Rental Space is a part is so damaged by fire or other casualty that, in the opinion of the Landlord, it cannot be repaired within ninety (90) days of the fire or other casualty , the Landlord will notify the Tenant and either party will have the right to terminate the Lease, upon notice to the other , given within thirty (30) days of the Landlord's notice, in which event the Tenant will pay the Landlord, all fixed Rent and Additional Rent due under the Lease to the date of the fire or other casualty. If neither party elects to terminate the lease within the thirty (30) day period, then the Landlord will repair the Rental Space or the building of which the Rental Space is a part , as the case may be, and the Tenant's obligation to pay Fixed Rent and Additional Rent will Cease until such time as the Rental Space becomes usable.

(d) Damage Caused by Tenant. Notwithstanding any contrary provision set forth in the Lease, if the fire or other casualty is caused by the Tenant, or any agent, employee, representative or invitee of the Tenant, the Tenant's obligation to pay the Fixed Rent an d Additional Rent will continue and the Tenant will be liable to the Landlord for all damages suffered by the Landlord as a result of the fire or other casualty, which are not covered by insurance.

16. Landlord's Right of Access To rental Space. The landlord and the Landlord's agents, representative, employees and invitees will have right of access to the Rental Space, on reasonable notice to the Tenant, to: (a) inspect the Rental Space; (b) make necessary repairs, alterations, additions or improvements to the Rental Space; for the benefit of Tenant or other Tenants; (c) supply services; and (d) to show the Rental Space to prospective buyers, mortgage lender, contractor's and insurers.

The Landlord may show the Rental Space to rental applicants or potential buyers, on reasonable notice to the Tenant during the term of the lease.

The landlord may enter the Rental Space, at any time, without notice to the Tenant, in case of emergency.

17. Signs. The Tenant will not place any signs in or about the Rental Space without first obtaining the Landlord's written consent. All permitted signs must conform with all applicable laws of authorities having over the Rental Space.

#### 18. Limitation of Liability of Landlord

(a) Non-liability of Landlord. The Landlord will not liable for any damage or injury which may be sustained by the Tenant or any other person in or about the Rental Space, or the building of which the Rental Space is a part, or the Industrial Center, resulting from failure, breakage, leakage or obstruction of water, plumbing, steam, sewer. Waste or spoil pipes, roof, drains, leaders, gutter, valleys, downspouts, or the like; or any electrical, gas sprinkler, air conditioning , heating, boilers, pressure vessels or any other system; or of any elevators of hoisting equipment; or by reason of the elements; or resulting from agents, employee, or invitees, or on the part of any other Tenant of the Industrial Center or such tenant's agents, employees, or invitees; or attributable to any interference

with, interpretation of, or failure of, any services to be furnished or supplied to the Tenant.

(b) Limit of the Landlord's liability. The liability of the Landlord for the failure of the Landlord to perform any obligation of the Landlord under the Lease will be limited solely to reasonable cost of performance and the satisfaction of such liability will be limited solely to the equity of the Landlord in the Industrial Center.

19. Indemnity of tenant. The Tenant will indemnify, defend, to include legal fees, and save the Landlord, its principles and managing agent, harmless from and against: (a) any claims or liability for loss to property, or injury to any person, in or about the Rent Space, or the building of which the Rental Space is a part, or the Industrial Center, caused by any act of omission of the Tenant, agent, representative, employee or invitee of the Tenant, or of any other person entering the Rental Space or the building of which the Rental Space is a part, or the Industrial Center, under an express implied invitation from the Tenant, or arising out of the use and occupancy of the Rental Space by the Tenant, or arising out of default by the Tenant in the performance of any of the Tenant's obligations under the Lease; and (b) any fines, suits, procedures, claims or actions of any kind arising out of the use and occupancy of the Rental Space by the Tenant, or arising out of the conduct of the Tenant's business, (c) excluded therefrom are claims caused by failure of Landlord to perform Landlord responsibilities after due notice and according to terms of lease.

20. Mortgage Priority. The Lease is not a lien against the Rental Space and present and future institutional mortgages will be superior and prior in lien to the Lease, irrespective of the date of recording. Within five (5) days of demand of the Landlord, the Tenant will execute any instrument, without cost to the Landlord, which may be deemed necessary by the Landlord, or any institutional mortgagee, to further effect the subordination of the Lease to a mortgage. The Tenant appoints the Landlord as the Tenant's attorney in-fact, irrevocably, to execute and deliver any such instrument.

21. Abandonment of Equipment. Any property of the Tenant, not removed by the Tenant (a) upon the expiration or sooner termination of the Lease Term; or (b) upon quitting, vacating or abandoning the Rental Space; or (c) upon the Tenant's eviction, will be considered abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the property, at the expense of the Tenant, and the Landlord will not be accountable to the Tenant for any part of the proceeds of any sale.

22. Quiet Enjoyment. Upon performing the provision of the Lease, the tenant will have quiet enjoyment of the Rental Space, subject to the provision of the lease.

23. Tenant's Estoppels. Within ten (10) days of the Landlord's demand, which demand may be made on multiple occasions during a lease year, the Tenant will, at the Tenant's own expense, sign and deliver to the Landlord, a typical normal written estoppels certification in the form deemed necessary by the Landlord. The estoppels certificate will also contain a list of the property affixed to the Rental Space which is owned by the Tenant.

24. Eminent Domain. If all of the Rental Space or the building of which the Rental Space or the building of which the Rental Space is a part, or the Premises, is taken by eminent domain or in lieu of it, then the Lease will terminate from the time of possession is delivered to the condemning

authority and the Tenant will be responsible to pay the Fixed Rent and Additional Rent to and including this date. The entire payment for the taking will belong to the Landlord and the Tenant will make no claim for the value of the Lease for the remaining portion of the Lease term.

If any portion of the Rental Space or the building of which the Rental Space is a part, or the Premises, is taken by eminent domain or in lieu of it, which cause the Rental Space to become untenable, then either party may terminate the lease on notice to the other, given thirty (30) days of such taking, in which event the Lease will terminate from the time possession is delivered to the condemning authority and The Tenant will be responsible to pay Fixed Rent and Additional Rent to and including this date.

If any portion of the Rental Space or the building of which the Rental Space or the building of which the Rental Space is a part, or the Premises, is taken by eminent domain or in lieu of it, which does not cause the Rental Space to become untenable, or if neither party exercises its right to terminate the Lease within the thirty (30) day period set forth above, then the Lease will continue/

25. Operating Statements. Within five (5) days of the Landlords demand, which demand may be made on multiple occasions during a lease year, the Tenant will, at the Tenant's own expense, provide the landlord with operating statements with respect to: (I) The Tenant's operation at the Rental Space; and (ii) the operations of the Tenant, and, if applicable, any parent or affiliated entity of the Tenant, which Operates or has subsidiaries that operate, comparable businesses at any other location.

26. Landlord's Right to Re-Enter. If the Tenant defaults under any provisions of the Lease applicable to the Tenant, then it is lawful for the Landlord to re-enter the Rental Space to again posses and enjoy the Rental Space.

27. Default and Termination.

(a) Landlord's Right to Terminate. The Landlord has the option to terminate the Lease upon five (5) days prior notice to the Tenant in the event: (i) the Tenant defaults in the performance of any provision of the Lease; or (ii) the Tenant vacates or abandons the Rental Space; or (iii) the Tenant is evicted from the Rental Space by summary proceedings or otherwise; or (iv) proceedings are instituted by or against the Tenant in bankruptcy, insolvency or receivership; or (v) the Tenant makes an assignment for the benefit of creditors, (vi) If Landlord sells the property and buyer requires property to be delivered vacant, Tenant shall have 6 months from the date of notice to vacate the premises and lease will be terminated.

The lease will terminate on the date fixed in the notice of termination.

(b) Remedies Upon Tenant's Default. If the tenant defaults in the performance of any provision of the Lease, or vacates or abandons the Rental Space, or is evicted from the Rental Space by summary proceedings or otherwise, the Landlord may, in addition to any remedies provide in the Lease or permitted by law, either by force or otherwise, without being liable for prosecution of damage, enter the Rental space and take possession of it as the Landlord's own property and lease and

receive the rents from the Rental Space. The Tenant is liable for all expenses, reasonable attorney's fees and cost, as the Landlord may incur in entering and repossessing the Rental Space and making repairs that may be necessary. The Tenant will also remain liable not only for all Fixed Rent and Additional Rent reserved under the Lease, and the rents, if any, received by the landlord during the remainder of the unexpired term of the Lease, after deducting the expenses, fees and costs, with the difference to be paid as such deficiencies arise and are ascertained each month. In no event will the Tenant be entitled to any surplus.

28. Bankruptcy of Tenant.

(a) If the Tenant files or there is filed against the Tenant, A petition in bankruptcy or Arrangement, or if the Tenant is adjudicated a bankrupt, or makes an assignment on behalf of creditors, or takes advantage of any insolvency act, such event shall be deemed a default by the Tenant under the lease.

(b) No receipt of money by the debtor from any receiver, trustee, custodian or debtor-in Possession will reinstate, continue to extend the Lease Term or affect any notice given to the Tenant or to any receiver, trustee, custodian or debtor-in-possession, or operate as a waiver or estoppel; of the right of the Landlord to recover possession of the Rental Space for any of the causes set forth in the Lease.

29. Force Majeure. If the landlord is delayed, hindered in, or prevented from performing any obligation required of the Landlord under the lease, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, act or failure to act or default of any other party, war, or any other reason beyond the control of the landlord, then the performance of the obligation will be excused for the period of the delay and the period for the performance of any such obligation will be extended for a period equivalent to the period of the delay.

30. Waiver of Right of Redemption. INTENTIONALLY DELETED

31. Hold Over Rent. If the tenant holds possession of the Rental Space after the expiration or sooner termination of the Lease Term, the Tenant will become a Tenant from month-to-month and be bound by the applicable provisions of the Lease, but at a monthly Fixed Rent of 200% of the monthly Fixed Rent for the last month of the Lease Term, or any renewal term of the Lease, as the case may be, payable on the first day of each month in advance and the month-to-month tenancy will continue until terminated by the Landlord, or until terminated by the Tenant upon at least sixty (60) days prior notice to the landlord

32. Notices. All notices and exercises of options required under the Lease must be given in writing and sent by United States certified or registered mail, postage prepaid, return receipt requested, or by prepaid Federal Express (or a comparable overnight delivery service), to the party to whom it is directed at the address shown on page 1 of the Lease, or to such other address as may be subsequently designated by either party by notice given in the same manner. Notice will be deemed given when received, or if refused, when delivery is refused.

33. Condition of Rental Space at End of lease Term. At the end of the Lease Term or sooner termination of occupancy for any reason, The Tenant will: (a) leave the Rental Space broom clean; (b) remove all the of the Tenant's property, fixtures and equipment; (c) remove all signs and restore the portion of the Rental Space on which they were placed; (d) repair all damage caused by moving; and (e) return the Rental Space to the Landlord in the same condition as it was at the beginning of the Lease Term, except for normal wear and tear.

34. Interpretation and Construction of the Lease

(a) Landlord Defined. The term the "Landlord" as used in the Lease, means and includes only the owner or owners of the Rental Space at the time in question. In the event of a sale or other transfer of the Rental Space, the Landlord will be released and discharged from the provisions of the Lease thereafter accruing, but such provisions will be binding upon each new owner, while owner of the Rental Space/

(b) Validity of Lease. The provisions of the Lease are severable. If any clause or provisions of the lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of an applicable law, it will not affect the validity of the other provisions of the Lease which will remain in effect

(c) No Waiver. A failure of the Landlord to enforce strict performance by the Tenant of any provision of the lease will not be waiver or relinquishment at the time or in the future by the Landlord of such provision

(d) Entire Agreement. The Lease contains the entire agreement between parties. No Representative, agent, or employee of the Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of the Lease. No additions, changes, modifications, renewals or extensions of the Lease will be bingin unless reduced to writing and signed by both parties

(e) Effective Law. The Lease is to be governed by, constructed and enforced in accordance with the laws of the State of New Jersey.

(f) Commercial Lease. The lease is to be constructed as a commercial lease

(g) Captions. The captions of the paragraphs in the Lease and the Table of Contents are for reference purposes only and do not in any way affect the meaning or interpretation of the Lease

(h) Obligations Joint and Several. If there is more than one party Tenant, their obligation under the Lease will be joint and several. If the Tenant is a partnership, the obligations of the Tenant under the lease will be joint and several obligations or each of the partners and the partnership.

(i) Injunctive Relief. Any violation, attempted violation, or threatened violation, of any

provision on the lease by the Tenant may be remedied by the Landlord through injunction, which will be cumulative remedy in addition to any other remedy available to the Landlord under the Lease or by any existing or future law.

(j) Legal Proceedings. If the Landlord institutes summary dispossess proceedings against the Tenant by reason of the Tenant's default under the Lease, the Tenant waives the right to transfer the proceeding to the Law Division of the Superior Court of New Jersey and waives the right to impose a counterclaim in such proceeding. The parties waive trial by jury with respect to any action instituted concerning the lease.

35. Work by Landlord. NONE

36. Work by Tenant. NONE

1. Tenant to supply and install fire extinguishers prior to occupancy

37. Options. Landlord will provide Tenant with two (2) ten (10) year options to renew lease, at the terms agreed at that time. If Tenant intends to exercise their option to extend lease, Tenant shall give Landlord 6 months prior to the expiration date of the lease. Rent at that time will be assessed at Market Value but never less than the last payment under the original terms.

(a) Option Clause :NONE

(b) Net Rent. Net rent for extended term shall be as shown in attached hereto and made a part hereof

38. Prior Lease. NONE.

It is understood and agreed that prior leases dated \_\_\_\_\_ and modifications thereof on \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ shall be terminated, voided and shall have no further force or effect. Lease commencing \_\_\_\_\_ shall be in full force and effect

39. Water Consumption. Tenant shall be totally responsible for water consumption billed for account number \_\_\_\_\_ and for its pro rate share of sanitary, sewer and water charges.

Signed and sealed by the parties.

Witness: Crown Real Estate Holding INC

\_\_\_\_\_  
Landlord

Witness: CAMP HARMONY, INC \_\_\_\_\_  
\_\_\_\_\_  
Tenant

J&C CAPITAL, LLC \_\_\_\_\_  
\_\_\_\_\_  
Tenant

JJC CAPITAL, LLC \_\_\_\_\_  
\_\_\_\_\_  
Tenant

SCHOOL REALTY, LLC \_\_\_\_\_  
\_\_\_\_\_  
Tenant

JEROME P. AMADEO \_\_\_\_\_  
\_\_\_\_\_  
Tenant



## **EXHIBIT E**



## CROWN REAL ESTATE HOLDING INC.

November 6, 2018

Camp Harmony  
J&C Capital, LLC  
JJC Capital LLC  
School Realty  
Jerome Amedeo

RE: Payment Due

Mr. Amedeo,

As a follow up to the previous letter sent to you on 9/25/18, as per the agreement you entered with Crown Bank on May 16, 2018, you were required to make a monthly payment of \$50,000 plus one- twelfth (1/12<sup>th</sup>) of the annual real estate taxes by the 15<sup>th</sup> of every month on the agreement. For the month of September, you owe \$19,165.31 and \$59,165.31 for the month of October. The total amount you owe as of today is \$78,330.65. November's payment in the amount of \$59,165.31 will be due on 11/15/18. As previously advised, we have also received a notice for unpaid sewer charges in excess of \$20,747.84.

Please remit the amounts due to our office along with proof of payment for the unpaid sewer charges to 27 Prince Street, Elizabeth, NJ 07208, Attention: Marta Pinto no later than 5 business days of the notice. If you fail to make payment within 5 business days of this notice we will start eviction process.

Should you have any questions/concerns, please contact me at 908-659-2121.

Sincerely,

A handwritten signature in black ink, appearing to read "Marta Pinto".

Marta Pinto  
AVP/Asst. to CEO/Special Asset Coordinator

## **EXHIBIT F**

SHERIFF'S OFFICE  
SOMERSET COUNTY, NJ  
RECEIVED

Sean D. Adams, Esq. Bar Id No 004932013  
HILL WALLACK LLP  
21 Roszel Road  
P.O. Box 5226  
Princeton, New Jersey 08543-5226  
(609) 924-0808

2019 FEB 20 PM 1:57

Attorneys for assignee, Crown Real Estate Holdings, Inc.

CROWN BANK,

Plaintiff,

vs.

J&C Capital, L.L.C., JJC Capital, L.L.C.  
School Realty, L.L.C., and Camp Harmony,  
Inc.,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
SOMERSET COUNTY

DOCKET NO. F-002733-17

WRIT OF POSSESSION

THE STATE OF NEW JERSEY  
TO THE SHERIFF OF THE COUNTY OF SOMERSET

WHEREAS, on December 20, 2017, by a certain Judgment of the Superior Court of New Jersey, Chancery Division, Somerset County, in an action therein pending, wherein Crown Bank, Plaintiff, J&C Capital, L.L.C., JJC Capital, L.L.C., School Realty, L.L.C., and Camp Harmony, Inc. are defendants, it was ordered and adjudged that the plaintiff, its assignee, or the successful bidder at the Sheriff's Sale, recover the possession of the lands and premises, which appurtenances described in its Complaint and any Amendment(s) to the Complaint, if any, from the following defendants: J&C Capital, L.L.C., JJC Capital, L.L.C., School Realty, L.L.C., and Camp Harmony, Inc. and any other parties or occupants holding under them, which premises are more particularly described as follows: (*See Exhibit A attached hereto*), the possession of which said lands and premises the said Defendants, J&C Capital, L.L.C., JJC Capital, L.L.C., School Realty, L.L.C., and Camp Harmony, Inc. and their successors, assignees, principals, agents, and employees have hitherto unlawfully deprived Crown Real Estate Holdings, Inc., the purchaser at the foreclosure sale by virtue of an Assignment of Bid, as appears to us of record.

Therefore, you are hereby commanded that, without delay, you cause Crown Real Estate Holdings, Inc. to have possession of said real property; and make known to the Superior Court of New Jersey aforesaid at Trenton, New Jersey the manner in which you shall have executed this writ; and have you then and there this writ, and that within six (6) months after the date of issuance you return this execution and your proceedings thereon to the Clerk of the Superior Court of New Jersey at Trenton.

WITNESS, the Honorable Margaret Goodzeit, P.J.Ch., a Judge of the Superior Court at Trenton, this 30th day of January, 2019.  
Somerset

/s/ Michelle M. Smith

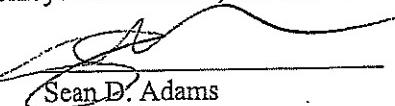
Clerk

MICHELLE M. SMITH  
Clerk of the Superior Court  
Signed and Sealed in the  
Superior Court of New Jersey

HILL WALLACK LLP

Attorneys for Plaintiffs, Crown Real Estate Holdings, Inc.

By:

  
Sean D. Adams

Dated: January 28, 2019

Delivered to me \_\_\_\_\_,  
2019 at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

---

Sheriff

SCHEDULE A

5 Harmony Road

AS TO BLOCK 71, LOT 6:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of the Township of Warren, in the County of Somerset, State of New Jersey;

BEING KNOWN AND DESIGNATED as Lot 6 in Block 71 as shown on a certain map entitled "Map of Property Owned by the Harmonia Cooperative Colony Association, Inc., in the Township of Warren, Somerset County, New Jersey, duly filed in the Somerset County Clerk's Office on 04/10/1924 as Map No 87-C.

NOTE: Being Lot(4) & 5, Block 71: Tax Map of the Township of Warren, County of Somerset, State of New Jersey

NOTE: Lot and Block shown for informational purposes only.

SCHEDULE A (cont'd)

11 Harmony Road and 12 Harmony Road

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN ESTATE, DANCELOT AND LOT OF LAND Lying AND BEING EXTERIOR TO THE TOWNSHIP OF WARREN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERN LINE OF MC. GORE'S ROAD, SAID POINT BEING DISTANT 100.00 FEET WESTERLY FROM THE INTERSECTION WITH THE WESTERLY LINE OF HARMONY AVENUE AND FROM SAID POINT BEING AS FOLLOWS:

1. SOUTH 45 DEGREES 40 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 51, BLOCK 321, N/E 1/4 SECTION AND TOWNSHIP, 200.00 FEET TO A POINT; THENCE
2. SOUTH 35 DEGREES 20 MINUTES 40 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 51, BLOCK 321, N/2 SECTION, 106.30 FEET TO A POINT IN THE WESTERLY LINE OF HARMONY AVENUE;
3. SOUTH 45 DEGREES 40 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY LINE OF HARMONY AVENUE, 106.00 FEET TO A POINT; THENCE
4. NORTH 45 DEGREES 20 MINUTES 46 SECONDS WEST, ALONG THE NORTHERLY LINE OF LOT 51,
5. SOUTH TO DEGREES 40 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY LINE OF LOTS 51 AND 56, BLOCK 321, S/4 TOWNSHIP OF WARREN AND HOPKINS SCRUBBING, 200.00 FEET TO A POINT; THENCE
6. SOUTH 45 DEGREES 40 MINUTES 46 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 50, BLOCK 321, N/E SOMETHING, 210.00 FEET TO A POINT IN THE WESTERLY LINE OF HARMONY AVENUE; THENCE
7. SOUTH 45 DEGREES 40 MINUTES 46 SECONDS WEST, ALONG THE WESTERLY LINE OF HARMONY AVENUE, 35.67 FEET TO A POINT; THENCE
8. SOUtheastly ALONG THE WESTERLY LINE OF HARMONY AVENUE ALONG A CURVE, TO THE RIGHT HAVING A RADIUS OF 474.30 FEET, IN A DISTANCE OF 58.55 FEET TO A POINT; THENCE
9. SOUTH 45 DEGREES 40 MINUTES 46 SECONDS WEST, STRAIGHT ALONG THE WESTERLY LINE OF HARMONY AVENUE, 172.04 FEET TO A POINT; THENCE
10. SOUTH 45 DEGREES 30 MINUTES 36 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 46,

SCHEDULE A (cont'd)

- BLOCK 321, 168.00 FEET TO A POINT; THENCE  
11. NORTH 01 DEGREES 15 MINUTES 39 SECONDS EAST, 375.76 FEET TO A POINT; THENCE  
12. NORTH 01 DEGREES 15 MINUTES 39 SECONDS EAST, 375.76 FEET TO A POINT; THENCE  
13. NORTH 01 DEGREES 15 MINUTES 31 SECONDS WEST, AND ACROSS A CONCRETE DIVIDING LINE, FOUND,  
174.76 FEET TO A POINT IN THE (FORMER) NORTHERN LINE OF MT. KORE ROAD; THENCE  
14. WESTERLY ALONG THE (FORMER) NORTHERN LINE OF MT. KORE ROAD, ALONG A CURVE TO THE  
RIGHT WITH A RADIUS OF 138.17 FEET, AN ARC DISTANCE OF 123.37 FEET TO A POINT; THENCE  
15. STRAIGHT ALONG THE (FORMER) NORTHERN LINE OF MT. KORE ROAD, HAVING DISTANCE 20 FEET FROM  
THE CENTER LINE THEREOF, IN A CURVE TURNING SOUTHWEST 00 MINUTES 06 SECONDS WEST,  
108.37 FEET TO A POINT, AND TURNING AGAIN THE POINT AND PLACE OF TURNING.
- EXCEPTING THEREFROM THE FOLLOWING PLACES LOCATED UPON THE COUNTRY OF BIRMINGHAM AND  
BIRMINGHAM AVENUE, THE FORMER ROAD AND THE LINES OF BIRMINGHAM V. BIRMINGHAM AND  
AVON STEPHENS, HIS WIFE, DATED MAY 30, 1869, RECORDED JUNE 13, 1873, IN DEED BOOK 1717,  
PAGE 176, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- REMAINING AS IN IRON BAR IN THE NORTHERN LINE OF MOUNT KORE ROAD, 20 FEET FROM CENTER  
LINE AS PER COURT ROAD SYSTEM MAP FOR THE ACQUISITION OF MT. KORE ROAD, DESCRIBED BY  
NUMBER 11, FIFTEEN, TWENTY-EIGHT HUNDRED EIGHTY-THREE, SINCE WHICH DATES ETC.,  
WESTERN 108.00 FEET AS MEASURED ALONG THE NORTHERN LINE OF MOUNT KORE ROAD FROM ITS  
INTERSECTION WITH THE NORTHERN LINE OF BIRMINGHAM AVENUE (40 FEET WEST) AND BIRMINGHAM  
ROAD ALSO HAVING THE BIRMINGHAM AVENUE TO LANDS OWN OR POSSESSION OF LAWRENCE AND AVON  
STEPHENS AS PRINCIPAL POINT OF MEASURE; RIDING THENCE
1. ALONG THE NORTHERNLY LINE BY LANDS OF STEPHENS, SOUTH 40 DEGREES 46 MINUTES 04  
SECONDS WEST, 10.40 FEET TO A POINT; THENCE
  2. ALONG A LINE 10 FEET PARALLEL WITH AND ADJACENT TO THE CENTER LINE OF MOUNT KORE  
ROAD, AS PER THE ABOVE DESCRIPTION MAP, FROM LINE READING THE NORTHERNLY LINE OF  
MOUNT KORE ROAD, NORTH 01 DEGREE 20 MINUTES 04 SECONDS WEST, 346.14 FEET TO A POINT OF  
CURVE; THENCE
  3. STRAIGHT ALONG SAME IN A WESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF  
85.17 FEET, AN ARC LENGTH OF 113.54 FEET TO A POINT IN THE WESTERLY LINE OF LANDS OWN OR  
POSSESSION OF STEPHENS; THENCE
  4. NORTH SAID WESTERLY LINE, NORTH 01 DEGREES 18 MINUTES 12 SECONDS WEST, 10.43 FEET TO  
AN IRON BAR AND CORNER TO LANDS OF STEPHENS, SAID CORNER BEING 20 FEET FROM THE CENTER  
LINE OF MOUNT KORE ROAD; THENCE
  5. LEAVING A LINE 10 FEET PARALLEL WITH THE AND ADJACENT TO THE CENTER LINE OF MOUNT KORE  
ROAD, EACH LINE BEING THE OLD CENTER LINE OF MOUNT KORE ROAD, IN AN EASTERLY  
DIRECTION ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 138.17 FEET, AN ARC LENGTH OF  
113.51 FEET TO THE END OF A CURVE; THENCE
  6. STRAIGHT ALONG THE SAME, SOUTH 40 DEGREES 20 MINUTES 04 SECONDS EAST, 346.13 FEET TO THE

SCHEDULE A (cont'd)

POINT AND PLACE OF RESIDENCE.

EXCEPTING EXCEMPTION, THE FOLLOWING PARCELS DEDICATED UNTO THE COUNTY OF EMMETT PURSUANT TO A DEED FROM HOME SCHOOL REALTY, L.L.C. DATED MAY 21, 2002 AND RECORDED JUNE 3, 2003, IN DEED BOOK 5574 AT PAGE 1854 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CONSECUTIVE PARCELS OF MOUNT MORRIS ROAD (VARIED NAME RIGHT-OF-WAY) AND THE DIVISION LINE BETWEEN LOTS 45 AND 46 IN BLOCK 71, DISTANT WESTERLY ALONG SAID SOUTHERN SIDELINE, 100 FEET FROM THE WESTERLY SIDELINE OF HARRISON ROAD (A 40' FOOT WIDE ALLEY OF SOIL AND RUMBLE, THENCE,

1. ALONG SAID SOUTHERN SIDELINE, SOUTH 10 DEGREES 15 MINUTES 45 SECONDS WEST, 497.11 FEET TO THE WESTERLY LINE OF SAID LOT 46; THENCE,

2. ALONG SAID WESTERLY LINE EXTENDED, SOUTH 11 DEGREES 50 MINUTES 34 SECONDS WEST, 16.71 FEET TO THE CENTERLINE OF THE EXISTING TRAVELED WAY OF SAID MOUNT MORRIS ROAD; THENCE,

3. ALONG SAID CENTERLINE, AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD DISTANCE OF 48 DEGREES 01 MINUTES 03 SECONDS, 73.03 FEET AND LENGTH OF 42.32 FEET AND A CHORD BENDING WORTH OF 00 MINUTE 47 SECONDS EAST, A CHORD DISTANCE OF 39.33 FEET TO A POINT OF CIRCUMFERENCE, THENCE,

4. ALONG THE SAME, NORTH 40 DEGREES 38 MINUTES 48 SECONDS EAST 104.89 FEET TO THE EXTENSION OF THE APPLICABLE DIVISION LINE BETWEEN LOTS 45 AND 46; THENCE,

5. ALONG SAID DIVISION LINE EXTENDED, SOUTH 10 DEGREES 44 MINUTES 11 SECONDS EAST, 40.57 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 10.361 SQUARE FEET/0.045 ACRES OF LAND AS HEREINBFORE DESCRIBED.

EXCEPTING EXCEMPTION, THE FOLLOWING PARCEL DEDICATED UNTO THE COUNTY OF EMMETT PURSUANT TO A DEED FROM HOME SCHOOL REALTY, L.L.C. DATED MAY 21, 2002 AND RECORDED JUNE 3, 2003, IN DEED BOOK 5574 AT PAGE 1854 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN SIDELINE OF MOUNT MORRIS ROAD (VARIED NAME RIGHT-OF-WAY) AND THE DIVISION LINE BETWEEN LOTS 45 AND 46 IN BLOCK 71, DISTANT WESTERLY ALONG SAID SOUTHERN SIDELINE, 100 FEET FROM THE WESTERLY SIDELINE OF HARRISON ROAD (A 40' FOOT WIDE ALLEY OF SOIL AND RUMBLE, THENCE,

1. ALONG SAID DIVISION LINE, SOUTH 09 DEGREES 44 MINUTES 11 SECONDS WEST, 47.13 FEET; THENCE,

2. ALONG A LINE THROUGH SAID LOT 46, SET 50 FEET FROM, AND PARALLEL WITH, THE CENTERLINE OF THE EXISTING TRAVELED WAY, SOUTH 20 DEGREES 16 MINUTES 48 SECONDS WEST, 41.44 FEET TO A POINT OF CIRCUMFERENCE, THENCE,

3. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, A CHORD ANGLE OF 10 DEGREES 11 MINUTES 11 SECONDS, AS THE LENGTH OF 46.62 FEET AND A CHORD BENDING SIDE 73.03 DEGREES 11 MINUTES 48 SECONDS WEST; A CHORD DISTANCE OF 49.52 FEET TO A POINT OF CIRCUMFERENCE; THENCE;

SCHEDULE A (cont'd)

4. SOUTH 79 DEGREES 23 MINUTES 29 SECONDS WEST, 2.32 FEET TO A CONCRETE MONUMENT BEARING IN THE DIVISION LINE BETWEEN LOTS 16 AND 17, BLOCK 71, THENCE
  5. ALONG SAID DIVISION LINE, NORTH 14.25 DEGREES 45 SECONDS WEST, 11.54 FEET TO THE APPOINTED POINT NORTH FROM SOUTHWEST CORNER; THENCE,
  6. TOWARD SAID SOUTHWEST SIDELINE, NORTH 46 DEGREES 12.54 MINUTES 45 SECONDS, SLOPE, 427.11 FEET TO THE POINT AND BLACK OF DEGREES,
- CONTAINING 4.06 ACRES EXCEPT 0.0033 ACRES OF LAND AS DESCRIBED BELOW,
- EXCLUDING THEREFROM THE FOLLOWING PARCEL, DESIGNATED UNTO THE TOWNSHIP OF WOODBINE PURSUANT TO A DEED FROM RICH SCHOOL, REHELD L.L.C., DATED MAY 21, 2002 AND RECORDED JUNE 3, 2003 IN DEED BOOK C170 NO PAGE 3624 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- DISTRICTING AT A POINT IN THE EXISTING WESTERLY SIDELINE OF HARMONY ROAD 140 FOOT HIGH, HEIGHT-OF-WAY) DISTANT ALONG SAID SIDELINE, SOUTH 39 DEGREES 44 MINUTES 11 SECONDS EAST, 100.00 FEET FROM THE INTERSECTION WITH THE SOUTHWEST SIDELINE OF HARMONY ROAD (VARIASTION WHICH HEIGHT-OF-WAY) AND TURNING; THENCE
- ALONG SAID HEIGHT-OF-WAY WESTERLY SIDELINE, THE FOLLOWING TRACT CONSISTED:
1. SOUTH 69 DEGREES 44 MINUTES 11 SECONDS EAST, 16.33 FEET TO A POINT OF CURVATURE;
  2. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 74 DEGREES 27 MINUTES 45 SECONDS, AN ARC EXACTLY OF 141.11 FEET AND A CHORD MEASURING NORTH 69 DEGREES 27 MINUTES 45 SECONDS WEST, A CHORD DISTANCE OF 141.77 FEET TO A POINT OF TANGENCY; THENCE,
  3. SOUTH 04 DEGREES 30 MINUTES 30 SECONDS WEST, 38.79 FEET TO THE DIVISION LINE BETWEEN LOTS 16 AND 18, BLOCK 71; THENCE
  4. ALONG SAID DIVISION LINE, SOUTH 04 DEGREES 15 MINUTES 49 SECONDS WEST, 2.17 FEET;
  5. LEAVING SAID DIVISION LINE AND ALONG A NEW LINE THROUGH SAID LOT 16, FOR FOLLOWING TRACT COVERS, DISTANT 5.00 FEET FROM AND PARALLEL WITH SAID EXISTING WESTERLY SIDELINE OF HARMONY ROAD,
  6. NORTH 04 DEGREES 53 MINUTES 36 SECONDS EAST, 34.59 FEET TO A POINT OF CURVATURE;
  7. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 584.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 45 MINUTES 44 SECONDS, AN ARC EXACTLY OF 102.00 FEET AND A CHORD MEASURING NORTH 69 DEGREES 27 MINUTES 45 SECONDS WEST, A CHORD DISTANCE OF 102.66 FEET TO A POINT OF TANGENCY; THENCE,
  8. NORTH 04 DEGREES 44 MINUTES 31 SECONDS WEST, 16.31 FEET TO THE SOUTHWEST LINE OF LOT 17 OF BLOCK 71; THENCE,

SCHEDULE A (cont'd)

a. BEGINS WITH NORTHWARD TURNING POINT ON MILEMARKER 15 MINUTES 49 SECONDS EAST, 5.80 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTINUING 1.013 MILE WESTWARD ALONG THE LINE OF DRAINAGE AS DESCRIBED HEREIN;

CONTINUING AT A BEND IN THE TURNING MILEMARKER 15 MINUTES 49 SECONDS EAST, 10 FOOT NORTH EDITION OF MILE MARKER DISTANT ALONG TURNING STREAMLINE, BOUND BY DISTANCE 14 MINUTES 11 SECONDS EAST, 100.00 FEET FROM THE INTERSECTION WITH THE SOUTHERLY STREAMLINE OF MILEMARKER POINT (PARTICLE-WATER STREAM AND HORNBACK CREEK).

b. ALONG EAST TURNING AND WESTWARD STREAMLINE, BOUND BY DISTANCE 14 MINUTES 11 SECONDS EAST, 100.00 FEET TO THE EASTERNLY LINE OF TAX 44 IN MILE 11.1 THREE,

c. ALONG EAST TURNING STREAMLINE, BOUND BY DISTANCE 15 MINUTES 49 SECONDS WEST, 5.80 FEET TO THE POINT AND PLACE OF BEGINNING.

d. LEAVING EAST TURNING STREAMLINE AND FOLLOWING A NEW LINE THROUH VALLEY LOW' AL. DISTANCE 14 MINUTES 11 SECONDS WEST, 100.00 FEET FROM THE FIRST TURNING DESCRIBED HEREIN, BOUND BY DISTANCE 14 MINUTES 11 SECONDS WEST, 100.00 FEET TO THE NORTHERN LINE OF TAX 44 IN MILE 11.1 THREE.

e. ALONG EAST STREAMLINE LOW, NORTH TO DISTANCE 15 MINUTES 49 SECONDS EAST, 5.80 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTINUING 1.013 MILE WEST, 5.80 FEET OF LAND AS DESCRIBED HEREIN.

THE ABOVE DESCRIPTION BEING AN 'AS-BUILT' OF A SURVEY MADE BY JAMES P. RAYD, DATED APRIL 24, 1994, AND REVERSED TO MAY 23, 1997.

NOTES ALSO KNOWN AS -REVERSED FOR 'AS-BUILT' SURVEY MADE BY JAMES P. RAYD.

ACRES 65.000 44.81, BLOCK 11, IN THE DEPUTIAL, ONE TOWNSHIP OF HARVEST, COUNTY OF WENATCHEE, STATE OF WASHINGTON.

15. Harmony Road.

KNOWN and DESIGNATED as Parcel Number Tenet Section B to the west of property owned by the "Harmony Cooperative Colony Association Inc." which was duly recorded and filed in the Office of the Clerk of Stevens County, Washington, on the 15th day of April 1974, Map A7C. Said parcel having a frontage of one hundred feet and being 557.00 feet deep.

The above description is in accordance with a survey and notes and points made by Tezoflin Engineering dated September 18, 2005 are enclosed.

Beginning at a point on the westerly side line of Stevens Avenue, just beyond the Harmony Road (40' wide), said point being the eastern corner of lots 5212 and 5213 in Block 31 as shown on the Wenatchee Township map showing thereof.

1) Along said side line of Stevens Avenue to a point 100.00 feet to the left bearing a radius of 539.00 feet on the distance of 100.00 feet to a public street center line.

2) N 89° 20' 00" W along the division line with Lot 5213 50.00 feet down to the Weston Township boundary a distance of 75.55.00 feet to a point for a corner; then:

3) N 10° 29' 00" E along the division line with Lot 5213 60.00 feet to a distance of 100.00 feet to a point for a corner; then:

4) S 89° 20' 00" E along the division line with Lot 5213 60.00 feet to a distance of 571.00 feet to the point and place of beginning.

SCHEDULE A (cont'd)

.19 Harmony Road and .25 Harmony Road.

ALL the certain lot, tract or parcel of land and premises, estate, lying and being in the Township of Warren in the County of Somerset and the State of New Jersey, more particularly described herein.

FIRST TRACT: BEING KNOWN AND DESIGNATED AS lots 16, 17 & 18 as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

SECOND TRACT: BEING KNOWN AND DESIGNATED AS Lot 19 in Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

THIRD TRACT: BEING KNOWN AND DESIGNATED AS Lot 13 Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

FOURTH TRACT: BEING KNOWN AND DESIGNATED AS Lot 15 Section B as shown on a certain map entitled "MAP OF HARMONIA COOPERATIVE COLONY ASSOCIATION, INC." which map was filed in the SOMERSET COUNTY CLERK'S OFFICE on 04/10/1924 as Map No. 87-C.

Being known and designated as Lot(s) (.0 & .60 Acre in Block 7) on the Township of Warren Tax Map.

SCHEDULE B

SCHEDULE B

Limited to tangible property located on the premises known as 5 Harmony Road, Warren, NJ 07059, 11 Harmony Road, Warren, NJ 07059, 13 Harmony Road, Warren, NJ 07059, 15 Harmony Road, Warren, NJ 07059, 19 Harmony Road, Warren, NJ, and 25 Harmony Road, Warren, NJ 07059 also known as Lots 60, 60.01, 62.02, 64, 66, and 66.01 Block 71 on the Official Tax Map of the Township of Warren, County of Somerset, State of New Jersey.